

OFFICE OF THE GOVERNOR NOTICE TO PROCEED

22 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 Road with Drainage Canal at Dona Maria St., and Dona Justa Extension Brgg. San Roque, Angono. Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Lacknowledge receipt of this Notice on:

27422

Authorized Signature

Name of the Representative of the Bidder:

OLIVER Ó, AQUINO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under and office address at	a sole proprietorship/private corporation, duly e laws of the Republic of the Philippines, with principal place of busines Binangonan, Rizal , and herein represented by it
Proprietor/President/General citizen, single/married, resi CONTRACTOR, WITNES	fanager, Cliver Aquino of legal age, Filipine of Binangonen, Risal hereinafter referred to as the
WHEREAS, the PR	TNCE declares that certain infrastructure works should be constructed in
pursuant of the Sanggunlang	mialawigan Ordinance No. 37, 8, 2021 namely:
Improvement/Conc	minimizer Ordinance No. 37, s. 2021 namely: ting of Road with Drainage Canal at Dona Haria St., Brgy. San Roque, Angono, Rival
Improvement/Cone and Dona Justa Extensi WHEREAS, the CO to undertake the above said	midlawigan Ordinance No. 37, s. 2021 namely:

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

- 1. The whole works subject matter of this Agreement shall be completed within the Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specialisations, General and Special Conditions of Contract, Supplemental or Bid Bulletios, 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. 4. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - 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 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
 Three Million Four Hundred Six Thousand One Hundred Lighty Four Pesos and 54/100

 (P 3,406,184.54), 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 One Millien Twenty One Thousand Eight Hundred

 Fifty Five Peace and 36/100 (P 1,021,855.36)

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 chiration 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 to 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 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

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 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 hereunto signed this Agreement this En 22 2020 of at Antipolo City.

Cliver Louino Construction

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

Entry Fit the Corporation

By: Oliver Aguino

Proprietor/Manager/President

Ву:

REBECCA A. YNARES

WITTNESSES

LOLITA BODE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOGRAPIONO, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angolo Chy Bersonally 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

102=571=203

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

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

Improvement/Concreting of Road with Drainage Canal at Dona Haria 84., and Dona Justa Extension Brgy. San Reque, Angono, Risal

WITNESS MY HAND AND SEAL this FEB 22 2022 of Amipolo City.

Doc No. 512 Page No. 104 Book No. 3

Series 20 22

ATTY. ANNA MARIE L. SANTOS NOTARY PUBLIC for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL Extended until Julie 30, 2022

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

22 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 Repair / Repainting of Ynares Multi-Purpose Covered Court at Peace Village Phase 2 Brgs. San Luis, Antipola, 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,

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.24222

LAURO A. UBIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

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

organized and existing under the laws of and office address at Binang	f the Republic consu. Risal	of the Philip				al place of resented	
Proprietor/President/General Manager, citizen, single/married, resident of	Lauro M.	Ubindas				egal age,	
CONTRACTOR, WITNESSETH, The							
WHEREAS, the PROVENCE d pursuant of the Sangguntung Panlolawij	leclares that cor	tain infrastro	actur	e works	shoule		nucted in nely:

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

- 1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 37, E. 2021
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimato
 - d. Plans and Specifications
 - e. Construction Schedule
 - Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained is the wirtuing 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 baset 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 Three Hundred Winety Five Thousand Nine Hundred Twenty One Pesos

 one 01/100 (P 1,395,921.01), 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 amy 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 Eighteen Thousand Seven Bundred Seventy Six Pesos and 50/100 (P h18,776.30)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.
- 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 chiration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting 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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 22 20 day of at Autipolo City.

Kit Ubindes Construction Corp. Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Lauro M. Vriadas

By:

REBECCA A. YNARES Governor 7

Proprietor/Manager/President

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPE ANTIPOLO CHIPPONO, RIZAL

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A, YNARES

Passport No. P8239281A

August 5, 2028

Munite

Laure H. Ubindas

008-410-689

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

This instrument, consisting of three (1) 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:

Sepain/Repainting of Theres Heltipurpose Covered Court at Peace Village Phase 2 Brgy. Sam Luis, antipole City

WITNESS MY HAND AND SEAL this FCC 27 223 of Antipolo City.

at Rango Rain Fiel Capitol,

ATTY, ANNA MARIE L. SANTOS **NOTARY PUBLIC**

for Angono, Binangonan & Cardona NOTARM BUBBIOVINCE OF RIZAL Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006

Roll of Altorneys No. 69250 PTR No. 17132974 / January 3, 2022 / Rizal

Sories 20 22

Doc No. Page No Book No.

512



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

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

Dear Mr. Ubiadasi

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the Installation of Waterlines at Various School Buildings Janosa Elem. School Brgg. Janosa, 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

Lacknowledge receipt of this Notice on:

2.24

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. UBIADAS

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 S	ENT OF RIZAL, a local government unit, duly organized and with seat of government at the Rizal Provincial Capitol, St., Brgy, San Roque, Antipolo City, represented in this act by NARES, herein referred to as the PROVINCE; and
organized and exusting under the laws of the and office address at Binances	a sole proprietership/private corporation, duly be Republic of the Philippines, with principal place of business and berein represented by the Laure M. Ubindan of legal age, Filipine insurance, Rival bereinafter referred to as the
pursuzal of the Sangguntang Panlalawigan	heres that certain infrastructure works should be constructed in Ordinance No. 37, s. 2021 remely: set Various School Buildings at Janous Sless, Rigal
to undertake the above said infrastructure Bid in a public bidding held last the construction and completion of the a	warranting that it has the financial and, technical competence works, has been declared as the Lowest Calculated Responsively 24, 2022, has accepted and binds itself to undertake bove said infrastructure works strictly in accordance with the cuments, approved plans, program of works and specification in

hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Four () 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:

- B. SP Ordinance No. 37, 8, 2022
- Cartificate 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 is 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 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 Bight Hundred Forty Three Thousand One Hundred Ninety Two Pesos and 62/100 (P 843,192,62 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;

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

* Rail

...N

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 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 perfinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

	RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By: Reail	By:	8	
Proprietor/Manager/President	R	EBECCA A. YNAF Governor	RES
1/4	WITNESSES	8	
LOLITA B. DE GUZMA	N I	MA. VICTÓRIA B.	TEJADA
NO.	FARIAL ACKNOWLEDGS	MENT	
REPUBLIC OF THE PHILIPPINES; ANTIPOLO CANGONO, RIZAL) S.S.			
BEFORE ME, a Notary Publ	ic for and in Antigolog (1817)	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
All known to me and to me kn acknowledgment that the same is their present	own to be the same person/s with free voluntary act and deed at	he executed the forego s well as the entity th	oing instrument: at they respectiv

WITNESS MY HAND AND SEAL this _______ day of __FEB 22 2022, at Angeno, Rizac apriot,

ATTY, ANNA MARIE L. SANTOS

NOTARY PUBLIC

for Angono, Binangonan A Cardona all in the PROVINCE OF RIZAL

Extended until June 30, 2022 (by winue of B.M. 3795, September 29, 2021) Adm. Matter 19-006 Roll of Attorneys No. 69250

Antipolo City.

Page No ____ | D4|-__

Book No. J Series 20 2g

Doc No

জ্বদ



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 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 3-Scater Confort Room and Storage Room at Pinagdilawan
Elem. School Bryy. Pinagdilawan, Binangonan, Rical
effective on the day you received this Notice to Proceed

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

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

Very truly yours.

GOVERNOR THE

Lacknowledge receipt of this Notice on-

Authorized Signature:

Name of the Representative of the Bidder:

2.34 7072

EAURO A. UBIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Kit Ubisdas Construction Corp.	a sole proprietorship/private corporation, duly
and office address at Binongonon, Ris	lie of the Philippines, with principal place of business al, and berein represented by its
Proprietor/President/General Manager, Lauro	M. Ubindas of legal age, Filipino in Rizal , hereinafter referred to as the
CONTRACTOR. WINESSETH, That,	n Missal , hereinafter reterred to as the
CONTRACTOR WINESPECTS, TIRE	
WHEREAS, the PROVINCE declares that	certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinal	nce No. 37 • 8 • 2021 namely:
Construction of 3_seater Confor	Room and Storage Room at Pinagdilawan
Cless Ushool Brgy. Finagdilawan, Binang	
WHEREAS, the CONTRACTOR, warrant	ing that it has the financial and, technical competence
to undertake the shows said influenceurs works h	se have declared as the Laurest Calculated Responsive
to undertake the above said infrastructure works, h	as been declared as the Lowest Calculated Responsive
to undertake the above said infrastructure works, h Bid in a public bidding held last the construction and completion of the above said	as been declared as the Lowest Calculated Responsive 2022 has accepted and binds itself to undertaked infrastructure works strictly in accordance with the
to undertake the above said infrastructure works, h Bid in a public bidding held last January 24, the construction and completion of the above said following standards set forth in the bid documents.	as been declared as the Lowest Calculated Responsive 2022 has accepted and binds itself to undertaked infrastructure works strictly in accordance with the approved plans, program of works and specification is
to undertake the above said infrastructure works, he Bid in a public bidding held last January 24. the construction and completion of the above said following standards set forth in the bid documents,	as been declared as the Lowest Calculated Responsive 2022 has accepted and binds itself to undertaked infrastructure works strictly in accordance with the approved plans, program of works and specification is
to undertake the above said infrastructure works, he Bid in a public bidding held last January 24. the construction and completion of the above said following standards set forth in the bid documents,	as been declared as the Lowest Calculated Responsive 2022 has accepted and binds itself to undertaked infrastructure works strictly in accordance with the approved plans, program of works and specification is
to undertake the above said infrastructure works, he bid in a public bidding held last January 24. the construction and completion of the above said following standards set forth in the bid documents, consideration of the amount of Que Hilliam Hundred Fifty Pesos and 84/100 NOW, THEREFORE, for and in consideration	as been declared as the Lowest Calculated Responsive 2022 has accepted and binds itself to undertaked infrastructure works strictly in accordance with the approved plans, program of works and specification is
to undertake the above said infrastructure works, he bid in a public bidding held last January 24. the construction and completion of the above said following standards set forth in the bid documents, consideration of the amount of One Million Hundred Fifty Peros and 84/100	as been declared as the Lowest Calculated Responsive 2022 has accepted and binds itself to undertaked infrastructure works strictly in accordance with the approved plans, program of works and specification is four flundred Rinety Eight Thousand Three (P 1,498,350,34), Philippine Currency.
to undertake the above said infrastructure works, he bid in a public bidding held last January 24. the construction and completion of the above said following standards set forth in the bid documents, consideration of the amount of One Million Hundred Fifty Peecs and 84/100 NOW, THEREFORE, for and in consideration as follows:	has accepted and binds itself to undertaked infrastructure works strictly in accordance with the approved plans, program of works and specification is four flundred Ninety Eight Thousand Three (P 1,498,350,84), Philippine Currency.
to undertake the above said infrastructure works, he bid in a public bidding held last January 24. the construction and completion of the above said following standards set forth in the bid documents, consideration of the amount of One Million Hundred Fifty Person and 84/100 NOW, THEREFORE, for and in consideration as follows: 1. The whole works subject matter	has accepted and binds itself to undertaked infrastructure works strictly in accordance with the approved plans, program of works and specification is four flundred Ninety Sight Thousand Three (P 1,498,350,34), Philippine Currency. The parties hereto of this Agreement shall be completed within
to undertake the above said infrastructure works, he bid in a public bidding held last January 24. The construction and completion of the above said following standards set forth in the bid documents, consideration of the amount of Que Hilliam Hundred Fifty Peace and 84/100 NOW, THEREFORE, for and in consideration as follows: 1. The whole works subject matter calendary five (a) calendary five (b) calendary for the consideration of the considera	has accepted and binds itself to undertaked infrastructure works strictly in accordance with the approved plans, program of works and specification is four flundred Ninety Eight Thousand Three (P 1,498,550,64), Philippine Currency. The parties hereto of this Agreement shall be completed within a days, in accordance with the provisions of the Bid and Specifications, General and Special Conditions of
to undertake the above said infrastructure works, he bid in a public bidding held last the construction and completion of the above said following standards set forth in the bid documents, consideration of the amount of One Hilliam hundred Fifty Peros and 84/100 NOW, THEREFORE, for and in consideration as follows: 1. The whole works subject matter tights five () calendary calendary five () calendary for the contract, Supplemental or Bid Bulletins, if any,	has accepted and binds itself to undertaked infrastructure works strictly in accordance with the approved plans, program of works and specification is four flundred Ninety Eight Thousand Three (P 1,498,350,384), Philippine Currency. The parties hereto of this Agreement shall be completed within a days, in accordance with the provisions of the Bid and Specifications, General and Special Conditions of and supporting/related documents as required by the
to undertake the above said infrastructure works, he bid in a public bidding held last the construction and completion of the above said following standards set forth in the bid documents, consideration of the amount of One Hilliam hundred Fifty Peros and 84/100 NOW, THEREFORE, for and in consideration as follows: 1. The whole works subject matter tights five () calendary calendary five () calendary for the contract, Supplemental or Bid Bulletins, if any,	has accepted and binds itself to undertaked infrastructure works strictly in accordance with the approved plans, program of works and specification in four flundred Ninety Eight Thousand Three (P 1,498,350,34), Philippine Currency. The parties hereto of this Agreement shall be completed within a days, in accordance with the provisions of the Bid and Specifications, General and Special Conditions of and supporting/related documents as required by the of Republic Act No. 9184 and are integrated herewith

- a. SP Ordinance No. 27. 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 it the winning bidder/s two (2) bidding envelopes
- h. Bid Socurity
- 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 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 Hillian Four Rundred First Fight Thousand Three Rundred Fifty Pesos and 84/100 (P1.498.350.34), Philippine Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 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 Four Hundred Forty Nine Thousand Figs Hundred

 Pive Peace and 25/100

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

R

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeithere 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 FEB 12 2022 day of at Antipolo City.

Kit Ubiadas Construction Corp Entity/Firm/Corporation RIZAL PROVINCIAL GOVERNMENT

Bu-

Lauro M. Ubisdas

Proprietor/Manager/President

By:

REBECCA A. YNARES

WITNESSES

LOLTTA B. DE GUZMAN

ma. victoria b. tejada

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Antipoun City palsonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

BON, REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

Lauro M. Thiadas

008-410-689

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

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

Construction of Jasenter Confort Room and Storage Room at Finagdilawan Elem. School Brgy. Pinagdilawan, Sinangonan, Sinal

WTINESS MY HAND AND SEAL this FEB 22 2002y of Amipolo City.

at RANGERO INCIDENCE

Doc No. 494 Page No. 100

Page No. 100 Book No. 1 Series 20_22 ATTY, ANNA MARIE L. SANTOS
NOTARY PUBLIC
forcingero, Birentsonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006
Rolf of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 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

Repair / Repainting Of Ynarcs Mutti-Purpose Covered Court, Brgs. Kaslle, Binangonan, Rizat

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder:

2.24 3032

LAURO A. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

	GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
	Kit Illiandan Construction Com-
end Pro- citiz	Kit Ubiadas Construction Corp. a sole proprietorship/private comporation, duly snized and existing under the laws of the Republic of the Philippines, with procipal place of business office address of Binangonan, Risal and herein represented by its prietor/President/General Manager, Lauro K. Ubiadas of legal age, Filipino ten, single/married, resident of Binangonan, Risal accordant referred to as the NTRACTOR, WITNESSETH, That
~~	THE TOTAL CONTRACT OF THE PARTY
pur	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in stant of the Sanggunium Panlalawagan Ordinance No. 37, 2, 2021 namely:
	Repair/Repainting of Ymares Multipurpose Covered Court, Brgy. Keeile, Binangonen, Rizal
Bid the foll cor	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence indertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public bidding held last January 24, 2022 has accepted and binds itself to undertake construction and completion of the above said infrastructure works aricily in accordance with the lowing standards set furth in the bid documents, approved plans, program of works and specification in sideration of the amount of One Million Seven Hundred Fifty One Thousand Six undered Seventy Pesson and 80/100 (P1.751.670.80), Philippine Currency.
ber	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto eby agree as follows:
Do Co 20	1. The whole works subject matter of this Agreement shall be completed within (80) calendar days, in accordance with the provisions of the Bid cuments, Approved Plans, Program of Works and Specifications, General and Special Conditions of nitract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 16 Revised implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith 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
	8. Bidding Documents including all the documents/statements contained in the winning
	bidder/s two (2) bidding envelopes
	h. Bid Scourity
	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 laster hereby coverages with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The	e PROVINCE be a Seven Hundre	reby coveran	ts to pay the	o COI	NTR.	ACTO bred	OR the 's	mount Feac	of PES	OS 30/100
Currency, in curless otherwi	consideration of the passed by the p	ne construction arties, subject	and only u	pon co	mple	tion	of the in	frastruc	ture wo	rks

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Twenty Five Thousand Five Hundred One Posos and 24/100 (P 525,501,24)

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 caree 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;
- 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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 2.2.2022 day of ______at Antipolo City.

Entity/Firm/Corporation

By:

Inure M. Obladas

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES

Governor

LOLITA B. DE GUZMAN

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

WITNESSES

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOANOPONO, RIZZET (S.S.

BEFORE MF, a Notary Public for and in Antippelo Rittal personally appeared the following

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 Eultipurpose Jovered Court, Brgy. Haeile,
Binangonan, Sizal

Capitol, Antipolo City	ay or +F#-1.4-101(-→
Doc No. 496	ATTY: ANNA N
Page No. 16	for Angono, Bin all in the PRO
Book No Series 20 22.	all in title PRO

Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizat

Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 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 UBLADAS CONSTRUCTION CORP.—that work may proceed on the
Repair/Repainting of Ynares Multi-Purpose Covered Court
at Centro Ibaba, Hrgy. Bilibiran, Binangonan, Rital
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.24/2022

LAURO A. UBIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

and office add	ress at Bil			und	herein r	epresent ed	by its
Proprietor/President citizen, single/man	t/General Man ried, resident	ager, Bauro M. of Binangonan,	Risal		hereinafter	referred t	o as the
CONTRACTOR.	WITNESSETH	That,					9
pursuant of the San	gguntang Panla	CE declares that ex- densigns Ordinance Theres Nultipo	No37.	8. 2	021	na	mely:

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 24, 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 Con Mallion Two Hundred Twenty Eight Thousand Configuration of the amount of Con Mallion Two Hundred Twenty Eight Thousand Configuration of the amount of Configuration (P. 1,228,118.50.), Philippine Currency.

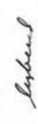
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within Bid (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 37, 8, 2021
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h Bid Security
 - i, Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS

 One Million Two Hundred Twenty Eight Thousand One Hundred Fighteen Fesos

 and 50/100 (P 1,228,118.50), Philippine

 Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise bareed 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 simployee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Sixty Eight Thousand Four Fundred Thirty Five Pesos and 55/100 (P 368 435.55)

 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
- 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 contract, the amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 to the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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

gang

the Hidding Documents;

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agroement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 6 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this FEE 22 2007 of at Antipolo City. Mit Shindam Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: auro H. Chiedas REBECCA A. YNARES Proprietor/Manager/President Governor WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CIPANGONO, RIZZONOS)
S.S. BEFORE ME, a Notary Public for and in Antiporto Ry Personally appeared the following Valid ID Presented Date Place Name/Entity HON, REBECCA A, YNARES Passport No. P8239281A August 5, 2028 Manile Louro H. Chiadas 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 not and deed as well as the entity that they respectively This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

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

Repair/Repainting of Theres Hultipurpose Covered Court at Centre Ibaba, Brgy. Bilibiran, Binangonan, Risch

WITNESS MY HAND AND SEAL this	FEB 2 242023F	at RAGGOROin Ristat spitol,
Antipoto City.		NOTARY PUBLIC
Page No. 105 Buok No. 3		for Angono, Binangonan & Cárdona whe PROVINSE OF RIZAL Extended until June 30, 2022
Series 20_32		Try virtue of B.M. 3795, September 28, 2421) Adm. Matter 19-036
		Roll of Attorneys No. 89250



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

22 February, 2022.

MS. LAURA E. MARRON L.L. MARRON CONST. AND TRADING Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONST. AND TRADING—that work may proceed on the Construction of Roadway Lightings at Brgy. Tatala, Binangonan, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours.

Governor A

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder

LAURA L. MARRON

YOW ALL MEN BY THESE PRESENTS:

ims AUKEEMEN1 made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government a existing under Republic Act No. 7160, with sear of government a	t the Rizal Provincial Capitol,
Circumferential Road comer P. Oliveros St., Brgy. San Roque, Antipolitis GOVERNOR, BON. REBECCA A. YNARES, herein referred to as	o City, represented in this act by
organized and existing under the laws of the Republic of the Philippines and office address at Binangonen, Rigal and Proprietor/President/General Manager, Laura L. Marron citizen, single/married, resident of Binangonen, Rigal CONTRACTOR, WITNESSETH, That,	, with principal place of business herein represented by its
WHEREAS, the PROVINCE declares that certain infrastructure	e works should be constructed in
pursuant of the Sangguntang Panlalawigan Ordinance No 37, 9, 2	namely:
Construction of Rosemay Lightings at Brgy. Teta	lo, Binangonan,
Bid in a public bidding held last 24 January 2022 has accert the construction and completion of the above said infrastructure work following standards set forth in the bid documents, approved plans, pros consideration of the amount of Three Million Forty One T Length and 33/100 (P 3.041.	is strictly in accordance with the yarr of works and specification is
NOW, THEREFORE, for and in consideration of the foregonereby agree as follows:	
I. The whole works subject matter of this Agreement in the light (58) calendar days, in accordance (58) calendar days (58)	a with the provisions of the Bio
Documents, Approved Plans, Program of Works and Specifications, Contract, Supplemental or Bid Bulletins, if any, and supporting/relat	ed 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:	200
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 biddes/s two (2) bidding envelopes

Bid Security

Addenda and Supplemental Bulletin

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

2. In consideration of the payment to be made by the PROVINCE, to the CONTRACTOR, the lance 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 grount of PESOS Three Million Forty One Thousand Five Hundred Ninety Peson and 35/100 3,041,590,33), Philippine

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

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

 Seventy Seven Pesos and 10/100 (P 912,477.10)

 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 Ridding 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, capy 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 common a provision on figuidated 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 rescuid or terminate the contract, without prejudice to other courses of action and remethes 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

Show

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this FEC 2 2 2022 day of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

REBECCA A. YNAB Governor /

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CAMBONO, RIZZI) S.S.) 5.5.

BEFORE ME, a Notary Public for and in Amporto Chyopersonally appeared the following

Name/Entity

Valid ID Presented:

Date

Place

HON, REBECCA A, YNARES

Passport No. P8239281A.

August 5, 2028

Manila

Laure La Harren

236-059-376

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

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

Construction of Roadway Lightings at Brgy. Tatala, Binangonan, Rival

WITNESS MY HAND AND SEAL this FED 22 2022 of Antipolo City

at ROLIGNOVIRIAB Capitol,

ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC

for Angono, Binangonan & Cardona NOTARY PURCHASE OF RIZAL Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-005

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal TIP I fatima Member No. 016632 / Rizal

Series 20 22

Doc No.;

Page No. Book No. 100



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 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 Construction of Roadway Lightings at Brgy. Macamot, Binangonan, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor ANARES

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 PROVENCIAL 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

represented by a sole proprietorship/private corporation, description of the Philippines, with principal place of busing and office address at Binangonan, Rizal and herein represented by	es s
Proprietor/President/General Manager, Fernando Arada , of legal age, Filip citizen, single/married, resident of Binangonan, Rinal , hereinafter referred to as CONTRACTOR. WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sanggunlang Panlalawigan Ordinance No. 37, s. 2021 namely:	l in
Construction of Mosdamy Lightings at Brgy. Magamot, Binangoman, Rizal	

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 blackhar (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - SP Ordinance No. 37. 8. 2021
 - b. Cartificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained it 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 coverients 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 Pive Hillion Bight Hundred Bighty Five Thousand Six Hundred Bighty One reacs and 80/100 (P 5.885.681.80), 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;

Com

2

- 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 Covernment 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 Seven Hundred Sixty Five Thousand Peyon Bundred Four Posos and 19700 (P 1765,704.54

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 charation 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 thom 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

& Company of the Comp

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 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 FEB 11 that of at Antipolo City.

Flag Construction Corporation RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: REBECCA A. YNARE Permundo Arada Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in AMBOROCRY Thersonally appeared the following

Place Valid JD Presented. Date Name/Entity HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila 007-855-673

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

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

Construction of Rosdway Lightings et Brgy, Essenot, Binangonan, Risol

	era 1 1 1117
WITNESS MY HAND AND SEAL this	day of FEB 22 7212 at RiADSCOOK STREET
Antipolo City.	ATTY. ANNA MARIE L. SANTOS
Doe No. 494 Page No. 694	NOTARY PUBLIC for Angeno, Binangenan & Cardona
Book No. 3	Extended until June 30, 2022
Saries 20 <u>23,</u>	(by virtue of 8 M, 3795, September 28, 2021) Adm, Matter 19-006
	Roll of Attorneys No. 69250
	PTR No. 17132074 / January 3, 2022 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

22 February, 2022

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP.—that work may proceed on the Const. of Stone Musuary for Slope Protection (Portion) at Baras River Brgs. San Juan, 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 ANARES

Lacknowledge receipt of this Notice on.

Authorized Signature.

Name of the Representative of the Bidder:

01/24/2022 = 9

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 and office address at	the laws of Binango	the Republic s	of the Philippines and	, with princi berdin in	pal place of business epresented by its
Proprietor/President/General citizen, single/married, resident/CONTRACTOR, WITNESS WHEREAS, the PRO	ETH, That	,			
pursuant of the Sanggantang	Panlalawig	an Ordinance	No. 37, 5, 2	21	namely:
Construction of		the state of the s			

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

(P 5,394,689.91), Philippine Currency.

consideration of the amount of Five Million Three Hundred Minety Four Thousand 12 Hundred Highty Mine Pesos and 91/100 (P 5.394,689.91), Philippine Current

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

- 1. The whole works subject matter of this Agreement shall be completed within One 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. 77 a. 2021
 - Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule.
 - f. Request for Expression of laterest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the igner hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Million Three Hundred Ninety Four Thousand Six Hundred Eighty Nime Fesos (P 5,394,689.91 Currency. Is consideration of the construction and only upon completion of the infrastructure works unless otherwise pareed 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 PFSOS <u>Cno Million Six Hundred Sighteen Thousand Four Hundred Six Fesso and 97/100</u> (P1.618,406.97)

 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;
- 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

۶

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 Qto resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement thise 2 2 202 are of at Antipolo City.

Flag Construction Corporation

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Proprietor/Manager/President

By:

REBECCA A. YNARE Governor

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEPORE MF, a Notary Public for and in ARGOSIO (Rizgiersonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Fernando Arada

007-835-673

All known to me and to me known to be the same person's who executed the foregoing insurament 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 bereto in each and every page hereof, refers to the Agreement for

Construction of Stone Masonry for Slope Fratestion (portion) at Bares River Brgy. San Juan, Berns, Rizal

WITNESS MY HAND AND SEAL, this ______day of FEB 22 202 Artipolo City.

498 Doc No._

Page No.

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

for Angono, Binangonan & Cardona all in Mel PROVINCE OF RIZAL

Extended until June 30, 2022 (by virtue of 6.M. 3795, September 28, 2021) Adm. Matter 19-006

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloe Manila

Dear Mr. Cachot.

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Construction of Stone Masonry for Stope Protection at Kasarintan 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,

General ANARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2242672

01/24/2022 # 10

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, HUN. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	nrol 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 Pasis City and berein represented by its Proprietor/President/General Manager, Clarence Cacho of legal age. Filipino citizen, single/married, resident of Pasis City hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No. 27. 2021 namely:
	Construction of Utone Rasonry for Clope Protestion at Reservation Revos
	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 lastJanuary 24, 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 Iwenty Two Fillion Mine Hundred Fourteen Thousand
	the Hundred Seventy Three Pescs and 65/100 (P 22,912,175.65), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
	hereby agree as follows:
	and of the second of the secon
	1. The whole works subject matter of this Agreement shall be completed within Tro Hundred Twenty (_220_) 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:
-	72 - 2024
)	a. SP Ordinance No. 37, 8, 2021
00	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
03	e. Construction Schedule
1	f. Request for Expression of Interess
lel 6. 6.	g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
117	h. Bid Security
A S	i. Addenda and Supplemental Bulletin
	 Notice of Award of Contract and the Contractor's Conformity thereto
	A Touristance and a second of the second of the second of
	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 Twenty Two Nillion Nine Hundred Fourteen Thomsand One Hundred Seventy Three

Pence and 65/100 (p 22,514,173.65), Philippine Currency, to consideration of the construction and only upon completion of the infrastructure works

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

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

this Agreement in conformity with the province of the Contract;

H

- 4. The CONTRACTOR warrants that he has not given nor promised to give any promey or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Hillion Eight Hundred Seventy Four Two Hundred Plats Two Peaces and 10/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

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

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

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

18.6K

M

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 hereunto signed this Agreement this EB 22 2022 asy of at Antipolo City.

Anrol Constituation Entity/Firm/Corporation

By:

D.

Proprietor/Manager/President

WITNESSES

LOLIFA E DE GUZMAN

MA. VICTORIA B. TEJADA

RIZAL PROVINCIAL GOVERNMENT

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in AAmaning iffigures onally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

at Rizal Book Car Zalpitol,

Clarenco Cacho

154=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

Construction of Stone Masonry for Clope . rotection at Masarinlan Saras Ree Fark, Bryy, Santiago, Baras, Risal

WITNESS MY HAND AND SEAL thisFEB 22 2020 of Antipolo City.

Doc No S/I

Page No 154 Book No. 3 Series 20 22 ATTY: ANNA MARIE L. SANTOS NOTARY PUBLIC for Angono, Briangorian & Cardena all in the PROWINGS OF RIZAL Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006

Roll of Altorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal ISP Ulletime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

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

Dear Mr. Arada

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of Roadway Lightings at Brgs. Malanggam-Calubacan & Brgs. Tuna, Cardona, Rizat effective on the day you received this Notice to Proceed.

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

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:

- 3 3rt 30,35

01/24/2022 # 11

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under and office address at	the laws of the Republic	of the Philippines	, with princi	ipal place of business epresented by its
Proprietor/President/General citizen, single/married, resident/Contractor, with NESS	Manager, Fornando dent of Binangonan,	rada	of	legal age, Filipino referred to as the
WHEREAS, the PRO	OVINCE declares that ex Pantalarvigan Ordinance			nild be constructed in namely:
Construction of Syev. Tura. Core	Acceler Lightings	t brgy. Maler	ngg an- Cali	abacen and

Srgy. Tura, Cardon, 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 <u>January 24, 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Four Million Five Hundred Rine Thousand Five Hundred Thirty Seven Peace and 03/100</u> (P 4,509,537,03), Philippine Currency.

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

- - 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 heliading all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Sultetin
 - 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 bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby coverants to pay the CONTRACTOR the amount of PESOS

 Four Million Five Hundred Nine Thousand Five Hundred Thirty Seven Feeds and

 05/100 (P 4,509,537.03), 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;

P

4

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS one Million Three Hundred Fifty Two Thousand Fight Fundred Sixty One Penns and 11/100 (P 1.362.861.11)

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

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

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

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

3ª

C

NO

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 hereunto signed this Agreement this FES 22 day of at Autipolo City.

Flag Comstruction Corporation

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

nando Arad

Proprietor/Manager/President

By:

WITNESSES

VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Aprigo ROCKY, personally appeared the following

Name/Entity

Valid (D Presented)

Date

Place

HON. REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Fernando Arada

007-885-673

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

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

Construction of Monday Lightings at Srgy, Falanges-C-Inbecas & Srgy, Tuna, Cardona, Risel

WITNESS MY HAND AND SEAL this FED 22 1922 of Apripolo City

au RAmb Bregin it affapitol,

ANNA MARIE L. SANTOS

Doc No. 514 Page No. 105 Book No.

Sarias 20 22

NOTARY PUBLIC or Angono, Binangonan & Cardona NOTA-RE PROVINCE OF RIZAL

Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-005 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Riza IBP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

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

Dear Mr. Arada:

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hyglene) at Tuna Balihago National High School, Lambac Extension, Lambac, 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

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CONTRACT AGREEMENT 17.

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

and office address at	Binangonan, Rizal	and h	ith principal place of business grein represented by its
Proprietor/President/General citizen, single/married, resi CONTRACTOR, WITNESS	deut of	rada Rizal h	of legal age, Filipino reinafter referred to as the
CONTRACTOR MILITIES	EIN, INE,		A.
	OVINCE declares that certain	in infrastructure w	rorks 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 January 24, 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 is consideration of the amount of One Hilliam two hundred sixty Thousand Four Hundred Sixty Thousand Four Hundred Sixty Thousand Source.

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 11 per 12 per 12 per 13 per 14 per 15 per 15 per 15 per 16 per 1
 - 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 bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the 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 Millian Two Hundred Sixty Thousand Four Bundred Sixty Two Fesos and 32/100 (P 1,260,462.32), 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;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Seventy Fight Thousand Che Hundred Thirty Fight Peron and 70/100 (P. 378-138-70)

 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;
- !4. 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

Se la constant de la

for

NΔ

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

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

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

IN WITNESS WHEREOF, the parties have becomes signed this Agreement think 27 1000 day of at Antipolo City.

Flag Construction Corporation

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation.

By:

Governor /

Proprietor/Manager/President

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHY IPPINES)
ANTIPOLO CITY () \$.5.) S.S.

BEFORE MF., a Notary Public for and in Antipologic Riddersonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REHECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Permando Fuda

co7-8c5-673

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 dood as well as the entity that they respectively

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

Construction/Provision of Wash Pacilities (Water, Sanitation & Hygiene) et Tuna Salibago M tional High School, Lamber Datersion , Lamber, Cardons, Risal

WITNESS MY HAND AND SEAL this FEB 22 7072 day of Antipolo City

Doc No 495 Page No. Book No. Sonics 20 22

NOTARY PUBLIC for Angono, Binangonan & Cardona Nettiary PERSIMNCE OF RIZAL Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006

Rost of Attorneys No. 69250 (2007) i Isaarani 3, 2022 J Rizal



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 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) at Jalajola National High School, 1st District, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor 7

I acknowledge receipt of this Notice on:

2.24 220

Authorized Signature:

Name of the Representative of the Bidder:

ENATO C. VILLAROMAN

CONTRACT AGREEMENT 3

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 Read corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of the Republi	a sole proprietorship/private corporation, duly c of the Philippines, with principal place of business and herein represented by its
Proprietor/President/General Manager, Renato V citizen, single/married, resident of Bares, Ris CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares that of pursuant of the Sangguntang Panlolavigan Ordinana	certain infrastructure works should be constructed in the No. 37, 5, 2021 namely:
Construction/Provision of Yash Fa	cilities (Water, Sanitation & Hygiene)

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 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 between and incorporated herein by way of reference, namely:
 - a. SP Ordinanço No. 37, 6, 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 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 infinistructure 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 Killian Thirty Four Thousand Six Hundred Sixty Six Pesos and 95/100

 (P1.034.666.95), 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:







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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Ten Thousand Four Hundred Pesos (P 310,400,09

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

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

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

"All contracts executed 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;
- 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

af)



Ab

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 forfeither 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 that 2 / 1022 day of at Antipolo City.

Lard Dudlders RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By: By:

Proprietor/Manager/President

WITNESSES

LOLITAB, DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Artigate Offizzersonally appeared the following

Name/Entity Valid ID Presented Date Place

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

manato Villaroman 119-041-5143

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 Vach Facilities (Vuter, Vanidation & Hygiens) at Jalajala Kational Righ School, int District, Jalajala, Rizal

WITNESS MY HAND AND SEAL this _____day of ______ AI Rizal Angono Rizeitol,
Amipolo City

ATTY, ANNA MARIE L. SANTOS

NOTARY PUBLIC for Angono, Binangonan & Cardona applicate PROVINCE OF RIZAL Extended until June 30, 2022

(by virtue of 8.M. 3795, September 28, 2021) Adm, Matter 19-006 Roll of Altomeys No. 59250

PTR No. 17132074 / January 3, 2022 / Pizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022.

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

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to CAMORI BUILDERS AND SUPPLY—that work may proceed on the Construction of Comfort Room and Handwashing Area/Improvement of Administrative Office at Brgy. San Pedra, 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,

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

J 74 7 37

JOMMEL

SANTIAGO

01/24/2022 # 14

CONTRACT AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

THIS PROTECTION TO THE PARTY OF	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government as circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolies GOVERNOR, HON. RESECCA A. YNARES, herein reformed to as	at the Rizal Provincial Capitol, o City, represented in this act by
Camori Builders and Supply , a sole proprie	torship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines and office address at Horong, class, and Proprietor/President/General Manager, Jonnel Santiage citizen, single/married, resident of Morong, Rizel CONTRACTOR, WITNESSETH, That,	with principal place of business herein represented by its
WHEREAS, the PROVINCE declares that certain infrastructur pursuant of the Sanggumang Pantalawagan Ordinance No. 27 p. 4 a. 20	e works should be constructed in 124namely:
Construction of Confort Room and Gandwesking Ire alectrative Office of Cray. San Fedro, Horong, Sisal	n/Improvement of Admi-
bid in a public bidding held last January 24, 2022 has acced the construction and completion of the above said infinistructure work following standards set forth in the bid documents, approved plans, procupilderation of the amount of Cas Million Three hundred	pried and binds itself to undertake as strictly in accordance with the gram of works and specification in Thirty Thousand Eight
Hundred Seven Pesos and 10/100 (P 1,330,	07.10), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foreg hereby agree as follows: 1. The whole works subject matter of this Agreeme Eighty (80) calendar days, in accordan Documents, Approved Plans, Program of Works and Specifications, Contract, Supplemental or Bid Bulletins, if any, and supporting/relations of Republic Act No and incorporated herein by way of reference, namely:	ont shall be completed within se with the provisions of the Bio General and Special Conditions of ted documents as required by the
a. SP Ordinance No. 37, a. 2021 b. Cartificate of Availability of Funds	31
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) hidding envelopes h. Bid Security	contained is the winning

No

 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;

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

i. Addenda and Supplemental Bulletin.

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS one Million Three Bundred Thirty Thousand Signt hundred even reson of PESOS (P 1,330,807.10), Philippine

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Bundred Ninety Nine Thousand Two Bundred Forty Two Pesos and 13/100 (P 399, 242, 13)

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, to 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;
- 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

4

140

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 forfeinire 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 8 2 2 2022 day of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT Campri Tuilders - Tunely Entity/Firm/Corporation By: By: antiago REBECCA A. YNARES Governor A Proprieter/Manager/President WITNESSES LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYAngono, Rizais.s.

Series 20 22

BEFORE ME, a Notary Public for end in Astigolo City personally appeared the following

Place Name/Entity Valid ID Presented Date August 5, 2028 Passouri No. P8239281A Massila HON, REBECCA A, YNARES 212-342-431 James Centiago

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

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

Construction of Confort Room and Handwashing Tres/Improvement of Administrative Office at Brgy. Jan Jedro, Morong, Risal

FEB 2.2 2022

Antipolo	WITNESS City.	му н	AND AND	SEAI.	this	day of
Doc No.	රේඛණ	223				
Page No.	167					
Book No	. 2					

Y. ANNA MARIE L. SANTOS **NOTARY PUBLIC** toi Anguno, Binangonan & Caidona all in the PROWINGS OF RIZAL Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-008 Roll of Attorneys No. 69250

PTR No. 17132074 / January 3, 2022 / Rizal 189 Lifetime Member No. 016632 / Rizal

at RiADSONOCRESSIPITOL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

MR. CEARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Construction of Stone Masonty for Slope Protection (Portion) at Morong River 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,

Authorized Signature:

Name of the Representative of the Bidder:

Lacknowledge receipt of this Notice on:

2.24.05

01/24/2022 # 15

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.	
The PROVINCIAL GOVERNMENT OF RIZAL, a local gove existing under Republic Act No. 7160, with sear of government at Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipoloits GOVERNOR, HON. REBECCA A. YNARES, herein referred to as	the Rizal Provincial Capitol, City, represented in this act by
arol Construction , a sole propriete	ership/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, and office address at Pasig City, and Proprietor/President/General Manager, Claracter Cache citizen, single/married, resident of Pasig City, CONTRACTOR, WITNESSETH, That,	with principal place of business berein represented by its , of legal age, Filipino
WHEREAS, the PROVINCE declares that certain infrastructure pursuant of the Sangguntang Panlalawigan Ordinance No. 37 . 3. 202	works should be constructed in namely:
Construction of Stone Demonry for Chaps Protects Liver Prays in Jose, Morong, Ridel	em (portion) at Mercong
Rid in a public hidding held last	s strictly in accordance with the am of works and specification in the contract of the contrac
1. The whole works subject matter of this Agreement of Hundred Sixty (160) calendar days, in accordance Documents, Approved Plans, Program of Works and Specifications, Gocontract, Supplemental or Bid Bulletins, if any, and supporting/relate 2016 Revised Implementing Rules and Regulations of Republic Act No. and incorporated herein by way of reference, namely:	e with the provisions of the Bid eneral and Special Conditions of didocuments as required by the
a. SP Ordinance No. 37, a. 2021	190
b. Curtificate 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 of bidder/s two (2) bidding envelopes	ontained is the winning
h. Bid Security	
i. Addenda and Supplemental Bulletin	di e e e e
 Notice of Award of Contract and the Contractor's Conformity 	thereto

46

3. The PROVINCE bereby coverants to pay the CONTRACTOR the amount of PESOS

Seven Million Six Hundred Porty Two Thousand Seven Hundred Ninety Pesos and 03/100

(P 7.642.790.03). 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;

lanct hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of

this Agreement in conformity with the province of the Contract;

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

 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 Killion Two Hundred Binety Two Thousand Sight Hundred Thirty Seven Peson and 01/100 (P 2,292,837.01)
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
- 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 to 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 duty validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

period:

4 164.8

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 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.

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

Jurisdiction over civil cases or sait out of the implementation of this Agreement, shall belong to IN WITNESS WHEREOF, the parties have bereunto signed this Agreement this EB 27 2022 day of at Antipolo City. Tarol Construction RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: REBECCA A. YNARES Governor A Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
ANTIPOLANGONO, Rizal) S.S. BEFORE MF, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Place Valid ID Presented Passport No. P8239281A August 5, 2028 Manila HON, REBECCA A. YNARES 151-542-125 Clarence Cacho All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Construction of Stone Resoury for Tage Protestion (portion) at Morang kiver Brgg. an Jose, Morong, Rizal

WITNESS MY HAND AND SEAL this ______day of _

Antipolo City.

Doe No.:

Page No.

Book No. Scarce 20 24.

504

1722

Angono, Rizal at Rizal Provincial Capitol,

ATTY. ANNA WARIE L. SANTOS **NOTARY PUBLIC**

for Angeno, Binangonan & Cardona

eliterine PROBNICE OF RIZAL Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006 Rolf of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

22 February, 2022

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION—that work may proceed on the Concreting (portion) of Road at Sitio Wawa, Hrgy. San Juan, Morong, Rizat effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

>

SIDNEY B. SORIANO

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, MON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Korong Rival and herein represented by its Proprietor/President/General Manager, Sidney Soriano of legal age, Filipino citizen, single/married, resident of Morong Rival hereinafter referred to as the CONTRACTOR. WIFNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
Concreting (portion) of Road at Citic Nava, Brgy, Sen Juan, Morong, Nigel
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 has
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 Balletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated berewith and incorporated berein by way of reference, namely:
a. SF Ordinance No. 41. 2. 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 belinding all the documents/statements contained in the winning
hidder/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 paymen to be made by the PROVINCE to the CONTRACTOR, the laster hareby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
Section 2015
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS wight Bundred Binety Five Thousand Seven Pundred Thirty Fight Jesos and 60/100

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;

(P 895,738,60

- 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 Twenty Coe Seron and 58/100 Two Hundred Sixty Sight Thousand Seven Hundred
 Twenty Coe Seron and 58/100 (P 268,721.58

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this FEB 2 2 2022 at Antipolo City. .B. Beriano Construction

By:

idney B. Soriano

Entity/Firm/Corporation

Proprietor/Manager/President

REZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES Governor 🛪

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITTORO, RIZZI
) S.S.) S.S.

BEFURE ME, a Notary Public for and in Africa 80 Cife 42 sonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A.

August 5, 2028

Manila

lioney P. Soriano

233-687-269

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

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 heroof, refers to the Agreement for:

Congrating (portion) of Oitio Youn, Brgy, Sen Juan, Morong, Rizal

WITNESS MY HAND AND SEAL MISE 18 22 2020 of _ Antipolo City.

Doc No. Page No. 103 Book No.

Series 20 22

ATTY. ANNA MARIE L. SANTOS NOTARY PUBLIC for Angeno, Binangonan & Cardona Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006

Roll of Altomeys No. 89250 PTR No. 17132074 / January 3, 2822 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

22 February, 2022

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION—that work may proceed on the Construction of Roadway Lightings at Brgy. San Juan, 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 A. YNARES

I acknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY. B. SORIANO

CONTRACT AGREEMENT

14

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government un existing under Republic Act No. 7160, with seat of government at the Riza Circumferential Road corner P. Oliveres St., Brgy, San Roque, Antipolo City, reprists GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROV	d Provincial Capitol, resented in this act by
S.B. Soriano Construction , a sole proprietorship/priv	ate comoration, duly
organized and existing under the laws of the Republic of the Philippines, with principle	ripal place of business represented by its
WHEREAS, the PROVINCE declares that certain infrastructure works she pursuant of the Songguniang Panlalawigan Ordinance No. 414 4 2021	ould be constructed in namely:
Construction of Roadway Lightings at Brgy. Sen Juan. No.	rong, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, to undertake the above said infrastructure works, has been declared as the Lowest of Bid in a public bidding held last January 24, 2022, has accepted and bit the construction and completion of the above said infrastructure works strictly in following standards set forth in the bid documents, approved plans, program of wor consideration of the amount of Two Million Two Hundred Sighty Two Hundred Forty Pesos and 21/100 (P 2,282, 30,21),	Calculated Responsive ands itself to undertaken accordance with the ks and specification in Thousand Five
NOW, THEREFORE, for and in consideration of the foregoing premis	
1. The whole works subject matter of this Agreement shall to	provisions of the Bio
Documents, Approved Plans, Program of Works and Specifications, General and Contract, Supplemental or Bid Bulletins, if any, and supporting/related documen 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and and incorporated herein by way of reference, namely:	nts as required by the
a. SP Ordinance No. 41, 8, 2021	
 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	

90

b. Bid Security
i. Addenda and Supplemental Sufferin

bidder/s two (2) bidding envelopes

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

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

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

Two Million Two Hundred Eighty Two Thousand Five Hundred Forty Pesos and 21/100

(P 2,282,540.21), Philippine

Currency, la consideration of the construction and only upon completion of the infrastructure works

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;

- 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 51x Hundred Eighty Four Thomass Seven Hundred Sixty Two Peace and 06/100

 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 heroinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction 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 $\frac{1}{2}$ to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this £8 22 2020 ay of at Antipolo City.

M.B. Soriemo Construction

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Sidney Soriano

Proprietor/Manager/President

Byt

REBECCA A. YNARES Clovernor

WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in AAttach CiRizarsonally appeared the following

Name/Emity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

Sidney B. Soriano

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

Construction of Roadway Lightings at Brgy. San Juan, Horong, Risal

WITNESS MY HAND AND SEAL this _____ day of FEB 2 2 2022, at Riza Production Capitol, ATTY: ANNA MARIE L. SANTOS

Antipolo City

499 Dac No.

Page No. ___(Q Dook No.

Series 20 27.

for Angono, Binangonan & Cardona all in the REO BUSE OF RIZAL Extended until June 30, 2022 (by vertire of 8.44, 3795, September 28, 2021)

NOTARY PUBLIC

Adm. Matter 19-006 Roa of Attorneys No. 69250 PTR No. 17132B74 / January 3, 2022 / Rizal



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

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

Dear Mr. Soriano.

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Quisao National High School, Quisao, Pititla, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

200

SIDNEY, B. SORIANO

CONTRACT AGREEMENT 15

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

TES MOREEMENT Hade and entere	a into by and between.
	NT OF RIZAL, a local government unit, duly organized and tith seat of government at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliveros St.,	Brgy, San Roque, Antipolo City, represented in this act by ARES, herein referred to as the PROVINCE; and
S.B. Sowiana Construction	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the	Republic of the Philippines, with principal place of business
Proprietos/President/General Manager, 51 citizen, single/married, resident of Koro	deal and herein represented by its deay Soriano of legal age. Filiping mg, Risal hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declar pursuant of the Sanggantang Panlalawigan (es that certain infrastructure works should be constructed in Ordinance No37, s. 2021namely:
Construction/Provision of at Quieso National High School Qu	ash Familities (Water, Senitation & Hygiene)
WHEREAS, the CONTRACTOR, N	varranting that it has the financial and, technical competence orks, has been declared as the Lowest Calculated Responsive
Bid in a reable bidding held last	24, 2022 bas accepted and binds itself to undertake
the construction and completion of the abo	we said infrastructure works strictly in accordance with the
following standards set forth in the bid docu	ments, approved plans, program of works and specification in
	ndred Ninety Five Thousand Two Hundred Eleven
Pesos and 35/100	(P_995,211.35). Philippine Currency.
NOW, THEREFORE, for and in bereby agree as follows:	consideration of the foregoing gremises, the parties herete
79420	200024000
Seventy (70)	matter of this Agreement shall be completed within alendar days, in accordance with the provisions of the Biological accordance with
Documents, Approved Plans, Program of V	Vorks and Specifications, General and Special Conditions of
Contract, Supplemental or Bid Bulletins, i 2016 Revised Implementing Rules and Regard and incorporated herein by way of reference	f any, and supporting/related documents as required by the dations of Republic Act No. 9184 and are integrated herewith namely:
200	500 C
a. SP Ordinance No. 37, 5, 20	
b Certificate of Availability of Fun	11. 1

- 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
- 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 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 Nine Hundred Ninety Five Thousand Two Hundred Eleven Pesos and 35/100

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;



- 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 Ninety Eight Thousand Five Hundred (P 298,563,41 Sixty Three Pesos and 41/100 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 changeorder 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 m 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 bereunto signed this Agreement this 7 to 2022 day of at Antipolo City.

S.B. Soriano Construction

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By.

DE GUZMAN

Governor

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES

NOTARIAL ACKNOWLEDGMENT

WITNESSES

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITANGONO, RIZZO S.S.

BEFORE ME, a Notary Public for and in Approach Prize resonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A, YNARES

Passport No. P8239281A

August 5, 2028

Manila

at RiAngenton Rizaspitol,

Sidney Seriano

present

233-687-269

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

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 Amcentent for:

Construction/Provision of Wash Facilities (Water, Semitation & Hygiene) at Quisae National High School, Quisae, Pililla, Risal

FEB 2.2 2022

WITNESS MY HAND AND SEAL this ______day of _ Antipolo City.

ATTY. ANNA MARIE L. SANTOS NOTARY PUBLIC

Dec No. Page No. 102 Book No. Series 20 22.

చేసిక

for Angono, Binangonan & Cardona aNG THEPROVINGE OF RIZAL Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006 oll of Attorneys No. 69250



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

22 February, 2022

MS. MARIA VICTORIA H. SAGUN DIAMOND BLESSED CONSTRUCTION Rodriguez, Rizal

Dear Ms. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to
DIAMOND BLESSED CONSTRUCTION—that work may proceed on the
Construction of 1-storey Frares Muhl-Purpose Bldg. (HOA Office)
at Col. S Cruz Sabah, Brgy. Sun 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

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

MARIA VICTORIA H. SAGUN

CONTRACT AGREEMENT

19

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. Oliveros St., Brgv. San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

Diamond Blessed Construction , a sole proprie	tership/private corporation, duly
organized and existing under the laws of the Republic of the Philippines	with principal place of business
and office address at Rotations, Risal and	herein represented by its
Proprietor/President/General Manager, Ma. Victoria Sagun	, of legal age, Filipino
citizen, single/married, resident of Rodrigues, Risal	hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Partialaryigan Ordinance No. 41. 6. 2021 namely:

Construction of 1 storey Ynares Multipurpose Bldg. (HCA Office) at Cel. S. Cruz Sabah, Brgy. San Jose, Rodrigues, Risal

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

- 1. The whole works subject matter of this Agreement shall be completed within **Ninety Four** (94) 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. SF Ordinance No. 41. 5. 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
 - 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 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 Three Hundred Seventy Seven Thousand One Hundred Ninety Two Pesos

 and 95/100

 (P 2-377-192-05), Philippine

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



- 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 Seven Hundred Thirteen Thousand One Hundred Pifty Seven Peece and 62/100

 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;
- 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

(

946

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 hereunto signed this Agreement this _____ day

Dismond Blessed Construction

REZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Ma. Victoria

Proprietor/Manager/President

REBECCA A. YNARES Governor 20

WITNESSES

LOLITA B. DE GUZMAN

MA, VICTORIA B, TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Angolo Chicagon sonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON. REBECCA A. YNARES

Possport No. P8239281A

August 5, 2028

Manila

Mae Victoria He Sagun

Series 20 🔀

193-083-270

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

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

Construction of + storey Thares Multipurpose Bldg. (HCA Office) at Col. S. Cruz Sabah, Brgy. San Jose, Rodriguez, Rizal

WITNESS MY HAND AND SEAL this FEB 22 2022 of Antipolo City.

M RANGORDINGIA Capitol,

Doc No. Page No Book No.

NOTARY PUBLIC re Binangenan & Cardona the PROVINCE OF RIZAL Extended until June 30, 2022

(by withte of 8.M. 3795, September 28, 2021).

Adm. Matter 19-906



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

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

Dear Mr. Contreras:

The attached Contract Agreement having been approved, notice is hereby given to
CLM GENERAL CONTRACTOR AND SERVICES, INC. that work may proceed on the
Improvement of 2-Storey Fnares Multi-Purpose Bidg. (Day Care Center)
at Salamat Extension, Brgy. Ampid 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,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2. SAbour

TEODORICO L. CONTRERAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines	s, with prince	ipal place of	business
and office address m Paging City and	nerem s	represented	try its
Proprietor/President/General Manager, Teodorico Controras	of	legal age,	Filipino
		referred to	
CONTRACTOR, WITNESSETH, That,			10
WITEREAS AS the DECITION declares that contain infractments	ra works she	wild be const	nucted in
WHEREAS, the PROVINCE declares that certain infrastructur			
pursuani of the Sangguniang Panlalawigan Ordinance No. 41, 2, 201	67		nely:

Improvement of 2 storey Ynares Multipurpose Bldg. (Day Care Center) at Salamat Extension, Brgy. Ampid II. Sen Mateo, Risal

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 Nine (alendar 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. 41, 8, 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- h Bid Security
- 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 covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS one Million Six Bundred Four Thousand Five Hundred Eleven Pesos and 50/100

 (P 1,604,511.50), Philippine

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

B

A

Ph-

- 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 Eighty One Thousand Three Hundred Pasos and 45/100

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

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

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

140

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 uny/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 as 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 bereunto signed this Agreement this _______ day of at Antipolo City.

GEN General Contractor & Services RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation

By:

REBECCA A. YNARES Governor WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITTORO, RIZZE) S.S.

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

Name/Entity Valid ID Presented Date Place
HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila
Teodorieo Contretas 009-565-744

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

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

Improvement of 2 storey Ymares Multipurpose Bldg. (Day Care Center) at Salamat Extension, Brgy. Ampid II. San Mateo. Risal

WITNESS MY HAND AND SEAL this	FED 22 2012 of	, al Rizal Provincial Capitol.
Amipolo City.		-

Doc No. 47.8
Page No. 40.5
Book No. 3
Series 20 22

ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC NOTAROPOLDINARIONAN & Cardona all in the PROVINCE OF R'ZAL

Extended until June 30, 2022 (by virtue of B.M. 3795, Saptember 28, 2021) Adm. Matter 19-006

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2020 (Crat LP Lifetime Mamber No. 016632 / Stock



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

MS. LAURA L. MARRON L.L. MARRON CONST. AND TRADING Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONST. AND TRADING—that work may proceed on the Asphalt Overlaying of Road with Canal Cover at Sta. Maria St., Brigs. Gainayang, San Mateo. Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

LAURA L. MARRON

KNOW ALL MEN BY THESE PRESENTS:

Guinayong, San Kateo, Risal

This AGREEMENT made and outered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with prince	ipal place of business
	represented by its
Proprietor/President/General Manager, Laura Marron of	legal age, Filipino
citizen, single/married, resident of Binangonan, Rizal , hereinafter	referred to as the
CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain infrastructure works sho pursuant of the Sanggunlong Panlalawigan Ordinance No. 374 8. 2021	and be constructed in namely:
Amphalt Overlaying of Road with Canal Cover at Sta. Maria	St., Brgy.

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 has accepted and binds itself to undertake Bid in a public bidding held last January 24, 2022 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 Seventy Eight Thousand Two Hundred Twenty Three Pesos and 02/100 (P 2,078,223.02), 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 (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated berewith 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
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - 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 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 P. Two Million Seventy Eight Thousand Two Hundred Twenty Three Pescs and 02/ (P 2,078,223,02), Philippine Currency, to consideration of the construction and only upon completion of the infrastructure works

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



- 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 54x Hundred Twenty Three Thousand Four Hundred

 (P 625,466.91

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

41

<u>.</u>

B

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this FEB 22 2022 day of at Antipolo City.

L.L. Marron Construction and Trading

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor

WITNESSES

LOLITA B. DE GUZMAN

MA, VICTORIA B, TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Adminion Ciffigures sonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Laura L. Marron

236-059-376

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:

Amphalt Overlaying of Road with Canal Cover at Sta. Maria St., Brgy. Guinsyang, San Mateo, Risal

WITNESS MY HAND AND SEAL this FEB 27 2022, of Antipolo City.

511 Doe No.

Series 20 22

Page No. Book No.

ATTY ANNA MARIE L. SANTUS NOTARY PUBLIC for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL NOTE A RECRUMENTE 30, 2022

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

Adm. Matter 19-008 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

22 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) at Bankers Village V. Phase-I. Guitnang Bayan I, San Mateo, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.242022

RENATO C. VILLAROMAN

CONTRACT AGREEMENT 22

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of and office address at Baras, Rizal Proprietor/President/General Manager, R_nato Vill	and herein represented by its
citizen, single/married, resident of Baras, Risal CONTRACTOR, WINNESSETH, That,	, horoinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordenance No. 37, 4, 2021 namely:

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Benkers Village V, Phase I, Guitneng Bayan I, San Matee, Risal

WHERPAS, 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 24, 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 Hillion Sixteen Thousand One Hundred Nine Peace and 35/100 (P 1,015,109.35), 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 starty 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, 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 it the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement to conformity with the province of the Contract;
- 3. The PROVINCE bereby covenants to pay the CONTRACTOR the gmount of PESOS One Hillion Sixteen Thousand One Hundred Nine Pesos and 35/100

Currency, he 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;



8

- 4 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Four Thousand Eight Hundred Thirty (P 304,832,81 Two Pesos and 81/100

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's 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;
- 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:
- 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

FEB 22 2022 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of at Antipolo City.

Lard Builders

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

Governor 7

WITNESSES

LOLITA B/OF GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO Angeno, Rizal

BEFORE ME, a Notary Public for and in Antipolo, Physics ersonally appeared the following

Name/Entity

Valid ID Presented

Dute

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

Ronate Villaroman

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 every page heroof, refers to the Agreement for.

Construction/Provision of Wash Facilities (Water Senitation & Hygiene) at Bankers Village T. Phase-I. Guitnang Bayan I. ann Hateo, Risal

WITNESS MY HAND AND SEAL this FEB 22 2022 ag of Capitol, Antipolo City

*5*09 Doc No.

Page No. 103 Book No. Senes 20 22

at Rival Provincial ATTY. ANNA MARIE L. SANTOS ROTARY PUBLIC

for Angono, Binangenan & Cardona all in NO PARWINDERSE DIZAL

Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19:006 Rall of Altomeys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal

IBP Lifetime Member No. \$16632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORP. that work may proceed on the Concreting of Various Roads, Brgy. Sto. Nino, San Matea, 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. YNARE

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.344.30.24

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 xisting under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Streamferential Road corner P. Oliveres St., Brgy. San Reque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
I	, 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 Bodrium Rical and herein represented by its Proprietor/President/General Manager, Carlos Geronino of legal age, Filipino citizen, single/married, resident of Rodriums, Manager, hereinafter referred to as the CONTRACTOR, WIINESSETH, That,
1	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panialawigan Ordinance No. 37, 8, 2021 uamely:
	Concreting of Various Roads, Brgy. Sto Hine, Sez Hateo, Risal
1000	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
200	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 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. 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
	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 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 gnount of PESOS Seven Hundred Sixty Three Thousand Seven Hundred Sixty One Pesos and 87/100 (P 763,761,87), Philippine
	Currency. In consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract: 23
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Rundred Twenty Nine Thousand One Hundred Twenty Eight Pesos and 56/100 (P 229, 128,55)

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines 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;
- § 3. 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

0)

10

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 fortieiture 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 FEB 2.2 2009 of ______at Antipolo City.

CSGER Construction Corporation Entity/Firm/Corporation RIZAL PROVINCIAL GOVERNMENT

By:

Proprietor/Manager/President

By.

REBECCA A. YNARES
Governor 9

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and Angangel Belly, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A, YNARES

Passport No. P8239281A

August 5, 2028

Manila

Carlos Geronino

_009=082=732

All known to me and to me known to be the same persons'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 Various Roads, Brgy. Mo. Nino, San Matee, Rizal

WITNESS MY HAND AND SEAL dus FEB 2.2 2022y of

Capitol, Antipolo City.

Doc No. 515
Page No 104

Book No. ____ Series 20 22 at Riza 978viRiza

ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC

for Angeno, Binangerian & Cardona all in the PRCVINCE OF RIZAL Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006

Roll of Atlomeys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal ISP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

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

Dear Mr. Bilog.

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

Concreting of Nampiro Road (Portion), Brgy, Plaza Aldea, Tanay, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on.

2.24.2027

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT

24

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized a existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	ol,
organized and existing under the laws of the Republic of the Philippines, with principal place of busing and office address at Morong, Risal and herein represented by Proprietor/President/General Manager, Gerald Renn Silog of legal age, Filipicitizen, single/married, resident of Morong, Risal Mercinafter referred to as CONTRACTOR. WITNESSETH, That, WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sanggunlang Pandalan agan Ordinance No. Concreting of Sampire Read (portion), Bray, Plana Aldea, Tenny, Risal	its no he
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competer to undertake the above said infrastructure works, has been declared as the Lowest Calculated Response has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of the hillion light hundred seventy Thousand our	ive ike the in
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties her hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed with Eighty 2. Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herever and incorporated herein by way of reference, namely:	cto hin Bid of
a. SP Ordinance No. 37. 5. 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	
h. Bid Security	

de

i. Addanda 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 larger 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 One Million Eight Hundred Seventy Thousand Four Hundred Sighty Seven Fesos and 55/100 (P 1,870,487.55), Philippine Convency. 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 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 Five Hundred Sixty One Thousand One Hundred Forty Six Pesos and 27/100 (P 561,146,27

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 Audiring 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 camulative amount of liquidated damaged reaches ten percent /10% of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this fell 22 200 of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT OR Builders Entity/Firm/Corporation By: By:

8 SJ Bilog Gerald Proprietor/Manager/President REBECCA A. YNARES Crovernor ?

August 5, 2028

WITNESSES

B. DE QUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CIANGONO, RIZZI) S.S.

HON REBECCA A YNARES

BEFORE ME, a Notary Public for and in Andpolo, (Righersonally appeared the following

Date Place Valid ID Presented Name/Entity

Gerald Kenn SJ Bilog 196-519-121

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

Passport No. P8239281A

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 Sampire Read (portion), Brgy. Plaza Aldes, Tanay, Rizal

at Angopov Rizal Capitol, WITNESS MY HAND AND SEAL this

Antipolo City. Doc No ________

ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC for Angono, Binangonan & Cardona Page No. NORARM PEROWINCE OF RIZAL Book No. Series 20 22

Extended until June 30, 2022 (by virtue of 8 M. 3795, September 28, 2021) Adm. Matter 19-006

Manila

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizz



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION—that work may proceed on the Const. of 2-Storey Ynares Multi-Purpose Ridg. (Peace & Order Office), Brgy. Kay-Buto, 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.

Governor A

I acknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY, B. SORIANO

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 unu, duly organized as
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito
Circumferential Road corner P. Olivoros St., Brgy, San Roque, Antipolo City, represented in this act b
its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

S.B. Soriane Construction	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republ	ic of the Philippines, with principal place of business and herein represented by its of legal age, Filipino
citizen, single/married, resident of Moreng, R CONTRACTOR. WITNESSETH, That,	hereinafter referred to as the
WHEREAS, the PROVINCE declares that pursuant of the Sangguntang Panlalawigan Ordinar	certain infrastructure works should be constructed in see No
Construction of E storey Ynares Brgy. Key Buto, Tensy, Rizel	Multipurpose Bldg. (Peace & Order Office)
to undertake the above said infrastructure works, ha	ng that it has the financial and, technical competence as been declared as the Lowest Calculated Responsive 2022 has accepted and binds itself to undertake
the construction and completion of the above said	I infrastructure works strictly in accordance with the
Hundred Ten Pesos and 11/100	(P 3,913,110,11), Philippine Currency.
NOW, THEREFORE, for and in considerate hereby agree as follows:	ration of the foregoing premises, the parties hereto

- 1. The whole works subject matter of this Agreement shall be completed within the Hundred Fifty 51x (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, 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 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 taster 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 Nine Hundred Thirteen Thousand one Hundred Ten Pesos and 1770

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 one Hillion one Hundred Seventy Three Thousand Nine Hundred Thirty Three Pesos and 03/100 (P1.173.933.03)

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this FEB 22 2027 of at Antipoto City.

Sall Seriene Construction

Entity/Firm/Corporation

By:

Sidney Seriene

Proprietor/Manager/President

WITNESSES

REZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES

Governor

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY
Angono, Rizal S.S.

BEFORE ME, a Notary Public for a Angonomi Pike City, personally appeared the following

Name/Entity Valid ID Presented Date Place
HON. REBECCA A. YNARES Posspon No. P8239281A August 5, 2028 Manils
Sidney Seriano 233-687-269

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

This instrument, consisting of three (1) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page heroof, refers to the Agreement for:

Construction of E storey Ynares Multipurpose Bldg. (Peace & Order Office) Brgg. Key Buto, Tanay, Risel

Brgg. Key Buto, Tenay, Risal	
WITNESS MY HAND AND SEAL this	day of Angono, Rizal
Amipolo City	ATTY: ANNA MARIE L. SANTOS NOTARY PUBLIC
Doc No. SOO Page No. 101	for Angeno, Binangonan & Cardona
Book No. 3 Spries 20 23	all in the PROVINCE OF RIZAL Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021
	Adm, Matter 19-006 Roll of Attorneys No. 69250
	PTR No. 17132074 / January 3, 2022 / Riza



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

22 February, 2022

MS, LAURA L. MARRON L.L. MARRON CONST. AND TRADING Binangonan, Rizal

Dear Ms. Marron:

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

L.L. MARRON CONST. AND TRADING—that work may proceed on the

Construction of Stone Masonry for Stone Protection at Tanay Senior High School,

Stilo Dalawang Kawayan, Brgy. Tandang Kunyo, 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,

Governor Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LAURA L. MARRON

CONTRACT AGREEMENT 16-

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

LeLe Harron Construction 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 Binangonen Rivel and herein represented by its
Proprietor/President/General Manager, Laura L. Harron , of legal age, Filipino citizen, single/married, resident of Binangonan. Risal , 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. 2021 namely:
Construction of Stone Masonry for Slope Protection at Taney Senior High School, Sitis Dalawang Kawayan, Brgy. Tendang Kutyo, Tanay, Risel
High School, Sitis Dalawang Kawayan, Brgy. Tendang Kutyo, Tanay, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
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
High School, Sitts Dalawang Kawayan, Brgy. Tendang Kutyo, Tanay, Risel WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence

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

(P 3.728,762.66), Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within the Bundred 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. \$P Ordinance No. 374 =. 2021

Seven Hundred Sixty Twe Pesos and 66/100

- 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 belieding all the documents/statements contained it the wioning bidder/s two (2) bidding envelopes
- h. Bid Security
- Addraida and Supplemental Sulletin
- 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 Million Seven Sundred Twenty Sight Thousand Seven Stundred Sixty Two

 Pesos and 65/100

 (P 3,728,762.66
), 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;

- 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 one E ndred Eighteen Thousand Six Fundred Twenty Eight Pasos.

 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



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 $\int \mathcal{L}_{\phi}$ to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this [13 12 1 May of at Antipoto City.

L.L. Marron Construction and Trading

REZAL PROVINCIAL GOVERNMENT

Emity/Firm/Corporation

By:

Laura L. Marron

Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor **

WITNESSES

LOLIFA B. DE GUZMAN

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Baura L. Harron

236-059-376

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

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

Construction of Stone Masonry for Slope Protection at Tanay Senior High School, "Itio Dalawang Kawayan, Brgy, Tandang Kutyo, Tanay, Risal

WITNESS MY HAND AND SEAL this FED 21 22day of Antipolo City.

ATTY. ANNA MARIE L. SANTOS

Antipolo City.

Doe No. ST Page No. 105

NOTARY PUBLIC for Angono, Binangonan & Cardona NOSIAR Y BORDONCE OF R'ZAL

Book No. 3 Sarios 20 23

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006

Roll of Attorneys No. 69250 *TR No. 17132074 / January 3, 2022 / Rizal *BP Lifetime Member No. 016632 / Rizal



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022.

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

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to CAMORI BUILDERS AND SUPPLY—that work may proceed on the Improvement / Construction of Stone Masonry for Side Protection (Portion) along Pinugay Road, Sitio Dalawang Kawayan, Tandang Kutyo, 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 heliow. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. VNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

MMEL G. SANTIAGO

CONTRACT AGREEMENT

27

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PR(DVINCIAL Ç	OVERNMEN'	FOF REZA	AL, a local go	vernment unit	, duly org an i	ized and
existing under i	Republic Act	No. 7160, with	h seat of	government	at the Rizal	Provincial	Capitol,
Circomferential!							
is GOVERNOR							
	50-100-1000						
- 4 15 4		A			and the first of the same	متوجوم مساور والم	on Auto

Command Suilders and Supply					ate corport		
organized and existing under the laws of	the Republi	ic of the Phili	ppines,	with pried	ipal place (of bus	iness
and office address at Morenge					represented		
Proprietor/President/General Manager,	Jommel	Santiago			्रार्क्सवा बहेद		
	Horong.			herestafter	referred	to as	the
CONTRACTOR. WITNESSETH, That,		and the second					

WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sanggionang Panialawigan Ordinance No. 37, a. 2021 namely:

Improvement/Contruction of Stone Hasonry for Side Protection (portion)

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 (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, 5, 2021
 - 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 Gulletin
 - 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 larer 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

 200 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 201 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 202 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 203 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 204 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 205 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 207 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 207 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Fourteen Pesos

 208 Million Seven Hundred Sixty Nine Thousand Two Hundred Thousand Two Hundred Thousand Thousand Two Hundred Thousand Thousa





14

- 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 Seven Hundred

 Sixty Four Peson and 34/100

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

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

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

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

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

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

\$



16

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 portinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this EB 22 1022 of at Antipulo City.

Cameri Builders and Supply

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

damel Santiage

Proprietor/Manager/President

By:

REBECCA A. YNARES

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO (Antipono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipero Cary, Kelsonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON. REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Jounel Santiago

212-862-431

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

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

Improvement/Construction of Stone Masonry for Side Protection (portion) along Pinugsy Road, Sitio Dalawang Kawayan, Tandang Kutyo, Tanay, Risal

WITNESS MY HAND AND SEAL this FEB 22 2027 of Antipolo City.

Doc No. Sto

Page No 103 Book No 3 Series 20 22 ATTY ANNA MARIE L. SANTOS

NOTARY PUBLIC for Angono, Binangonan & Cardona all in the RROVINGE OF RIZAL Extended until June 30, 2022

[by virtue of B.M. 3795, September 28, 2021] Adm. Maiter 19-008

Roll of Attorneys No. 69250 PYR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Memper No. 015632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

MS. LAURA L. MARRON L.L. MARRON CONST. AND TRADING Binangonan, Rizal

Dear Ms. Marron:

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

LL MARRON CONST. AND TRADING—that work may proceed on the

Construction of Side Protection (partian) of Creek at Brgg. Mag-Ampan, Tanay, Rigal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder-

LATIRAL MARRON

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

and office address at Binance	the Republic of the Philippines, with principal place of business non, Risal and herein represented by its
Proprietor/President/General Manager,	Binangonan, Rizal hereinafter referred to as the
CONTRACTOR. WITNESSETH, That	
BATEREAS 44 BROUNISE 4	clares that certain infrastructure works should be constructed in
myrenent of the Sanguariano Panlalanco	an Ordinance No. 37, s. 2021namely:
pursuant of the bungament of the	of Crammer inc.
Construction of Side Pr Tanay, Risal	otestion (portion) of Greek at Brgy. Mag-ampon.
Tanay, Risal	A PARTIE OF THE PARTY OF THE PA
WHEREAS, the CONTRACTO to undertake the above said infrastructur	R, warranting that it has the financial and, technical competence e works, has been declared as the Lowest Calculated Responsive
WHEREAS, the CONTRACTO to undertake the above said infrastructur Bid in a public bidding held last Januar	R, warranting that it has the financial and, technical competence works, has been declared as the Lowest Calculated Responsive 24, 2022, has accepted and binds itself to undertake
WHEREAS, the CONTRACTO to undertake the above said infrastructur Bid in a public bidding held last Janua the construction and completion of the	R, warranting that it has the financial and, technical competence works, has been declared as the Lowest Calculated Responsive 24, 2022, has accepted and binds itself to undertake above said infrastructure works aricily in accordance with the
WHEREAS, the CONTRACTO to undertake the above said infrastructur Bid in a public bidding held last Janua the construction and completion of the following standards set forth in the bid of	R, warranting that it has the financial and, technical competence works, has been declared as the Lowest Calculated Responsive 24, 2022 has accepted and binds itself to undertake above said infrastructure works aricily in accordance with the ocuments, approved plans, program of works and specification in
WHEREAS, the CONTRACTO to undertake the above said infrastructur Bid in a public bidding held last Janua the construction and completion of the following standards set forth in the bid of consideration of the amount of 31:	R, warranting that it has the financial and, technical competence works, has been declared as the Lowest Calculated Responsive 24, 2022, has accepted and binds itself to undertake above said infrastructure works aricily in accordance with the

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 Completed Porty (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 Bulletias, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated betwith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 37, s. 2021
 - Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of laterest
 - g. Bidding Documents beloading all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Million Four Bundred Forty Three Thousand Seven Bundred Thirteen Pesos and 94/100 (P 5,443,713.54), Philippine Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise Beroed by the parties, subject of this Agreement as a contract price at the time and in the massurer prescribed by the Contractor;

K

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employed 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 Mine Bundred Thirty Three Thousand One Hundred Fourteen Pesos and 18/100 (P 1,933,114.18)

 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 occordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-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 continions 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

P

K.

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 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 beteunto signed this Agreement this 12 1011 day of at Antipolo City.

L. L. Marron Construction and Trading

RIZAL PROVINCIAL GOVERNMENT

Entity/Figm/Corporation

By:

Loura L. Marron

Proprietor/Manager/President

By:

REBECCA A. YNARES
GOVERNOR S

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

Laura L. Marron

236-059-376

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

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

Construction of Side Protection (portion) of Creek at Brgy. Mag-Ampon. Tanay. Risal

WITNESS MY HAND AND SEAL this FEB 22 2022 day of Antipolo City.

, at RANGERGEREILEIspitol,

Doc No. 5.5 Page No. 104 Book No. 3

Series 20 22

ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC for Angeno, Biosoppour & Cardons all in the PROVINCE OF R ZAL

Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19:006 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizas



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

22 February, 2022

MS. MARIA TERESITA F. PAMINTUAN MJP CONSTRUCTION & DEVIL CORP. Baras, Rizal

Dear Ms. Paminituan:

The attached Contract Agreement having been approved, notice is hereby given to MJP CONSTRUCTION & DEVT. CORP. that work may proceed on the Concreting (portion) of Twoy Road, Brgy. Cuyamhay, 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,

Governor 🔫

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2247022

MARIA TERESITA F, PAMINTUAN

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

, a sole proprietorship/private corporation, duly MJP Construction & Development Corp. organized and existing under the laws of the Republic of the Philippines, with principal place of business and herein represented by Baras, Rizal office address at Pamintuan, of legal age, Filipino Proprietos/President/General Manager, Maria Teresita F. hereinafter referred to as the Baras, Rizal citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No. 37, 8, 2021

Comercting (portion) of Tuoy Road, Brgy. Brgy. Cuyambay, Tanay

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>January 24, 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and spenification in consideration of the amount of Five Million One Hundred Fifty Eight Thousand Two Hundred Eighty Pesos and 02/100 (P 5,158,280,02), 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 (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 berein by way of reference, namely:
 - a. SP Ordinance No. 37, 8, 2021
 - 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
 - Bid Security
 - i. Adderda and Supplemental Bulletin
 - 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 laner 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 One Hundred Fifty Eight Thousand Two Hundred Eighty Pesos and 02/100 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 manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;





- 4 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Five Hundred Forty Seven Thousand Four Hundred Eighty Four Pesos and 01/100 (P1.547.484.01)

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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



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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this FEB 22 2027 of at Antipolo City...

KJP Construction & Development Corp.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Maria Teresita Pamintuan

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor 🕅

WITNESSES

B. DE GUZMAN

MA. VICTORÍA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CHASONO, RIZZANIES)
\$5.5

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

Name/Entity

Valid ID Presented

Date

Place

HON RESECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

Maria Teresita Pasintuan

213-504-783

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

Congreting (perties) of Twoy Road, Brgy. Cuyambey, Tanay, Risal

WITNESS MY HAND AND SEAL this

Antipolo City

Doe No. Page No Book No.

Series 20 22

NOTARY PUBLIC for Angono, Binangonan & Cardona

NOTARIE POSIVINCE OF RIZAL Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021)

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

PTR No. 17132074 / January 3, 2022 / Riza IBP Lifetime Member No. 018632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of Roadway Lightings at Narra St., Brgg. Cayambay, 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.

Governor

Lacknowledge receipt of this Notice on.

Authorized Signature: Name of the Representative of the Bidder:

CONTRACT AGREEMENT 30

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVENCIAL 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, Autipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

organized and existing under and office address at		ss ts
Proprietor/President/General	Manager, Fernando rada of legal age, Filipin dent of Binangonan, Rizal hereinafter referred to as the	
CONTRACTOR, WITNESS		ΙĆ
CONTRACTOR WINES	3L 111, 111M,	
WHEREAS, the PR	OVINCE declares that certain infrastructure works should be constructed in	in
pursuant of the Sanggunium	Panlalawigan Ordinance No. 37, 8, 2021 namely:	
Construction o	Boadway Lightings at Narra St. Brgy. Cuyambay.	
lenay, Rizel	S. C.	



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 a starty (for) 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. 57. 8. 2021
 - 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. 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 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

 Two Million Mine H adred Sighty Three Thousand Two Hundred Fifty Two Pesos
 and 49/100

 (P 2,983,252,49

), 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:

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

Philippine Currency, 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 continions 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

(Name)

4

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

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

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

IN WITNESS WHEREOF, the parties have bereunto signed this Agreement this FEB 22 2022 of at Antipolo City.

Flag Construction Corporation

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

DEMILLY Fernando Arada Proprietor/Manager/President By:

REBECCA A. YNARES Governor 34

WITNESSES

TA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO Otrogono, Rizal 18.8.

BEFORE ME, a Notary Public for and in AntigotoCiR/496rsonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A, YNARES

Passport No P8239281A

August 5, 2028

Manila

Fernando Arada

007-885-673

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

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

Construction of Roadway Lightings at Nerra Sta, Ergy. Cuyambay, Tanay, Rigal

WITNESS MY HAND AND SEAL this FEB 2 2 2022 of Antipolo City

Doc No. Page No. Book No.

Series 20 2

a Rizan Prigno in Rizaditol, ATTY: ANNA MARIE L. SANTOS NOTARY PUBLIC for Angono, Binangonan & Cardora all in the PROVINCE OF RIZAL NEXT Seed with Sone 30, 2022 (by virtue of B.M. 3795, September 28, 2021) Adm. Maiter 19-006

all of Attorneus No. 6925[



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED.

22 February, 2022

MR. CEARENCE C. CACHO ANROL CONSTRUCTION Sampaloe Manila

Dear Mr. Cacho:

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

ANROL CONSTRUCTION that work may proceed on the

**Improvement of Ground at Rizal Provincial Motorpool, Brgs. Polores. Taylay. Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

Lacknowledge receipt of this Notice on

5.34 3033

Authorized Signature:

Name of the Representative of the Bidder:

CONTRACT AGREEMENT 31

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF REZAL, a local government existing under Republic Act No. 7160, with seat of government at the Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolu City its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the I	Rizal Provincial Capitol, y, represented in this act by
Anrel Construction , a sole proprietorshi	in/provate composition, duly
organized and existing under the laws of the Republic of the Philippines. with and office address at Fasig City and here	principal place of business on represented by its of legal age, Filipino
WHEREAS, the PROVINCE declares that certain infrastructure wor pursuant of the Songguntany Panlolawigan (Irdinance No 41,4, 2021	ks should be constructed in namely:
Improvement of Ground at Rizal Provincial Motorpool. Taytay, Rizal	Brgy. Deleres
WHEREAS, the CONTRACTOR, warranting that it has the financial to undertake the above said infrastructure works, has been declared as the Louisian apublic bidding held last January 24, 2022, has accepted a the construction and completion of the above said infrastructure works striftle following standards set forth in the bid documents, approved plans, program of consideration of the amount of Twelve Million Six Hundred Nine Hundred Thirty Three Peace and 97/100 (P 12,692,433)	west Calculated Responsive and binds itself to undertake telly in accordance with the of works and specification in ty Two Thousand Four
NOW, THEREFORE, for and in consideration of the foregoing hereby agree as follows:	premises, the parties hereto
1. The whole works subject matter of this Agreement since Hundred Sixty (160) calendar days, in accordance with	the provisions of the Bid
Documents, Approved Plans, Program of Works and Specifications, General Contract, Supplemental or Bid Bulletins, if any, and supporting/related do 2016 Revised Implementing Rules and Regulations of Republic Act No. 918 and incorporated herein by way of reference, namely:	al and Special Conditions of comeus as required by the
a. SP Ordinance No. 41 ₉ 8 ₆ 2021	¥.
b. 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 it 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 paymen 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 Twelve Hillion Six Hundred Minety Two Thousand Four Hundred Thirty Three (P 12,692,453,87), Philippine Pesos and 87/100 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;

- 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 Hillion Eight Hundred Seven Thousand Seven Hundred Thirty Pesos and 16/100 (P. 3,807,730,16)

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;
- 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-senth 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 hereinsider 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 end 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

42.4.86

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 afternative 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 beceunto signed this Agreement this at Antipolo City.

Anrol Construction

REZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Proprietor/Manager/President

Βy;

REBECCA A. YNARES

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Antipologity, Piezabnally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

at Rizanteonecializabitol

Clarence Cacho

Book No._ Series 20 <u>22</u>. 151-542-125

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

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

Improvement of Ground at Risal Provincial Hotorpool, Brgy. Delores, Taytay, Risal

FEB 22 2022

WITNESS MY HAND AND SEAL this ____day of _ Antipolo City Doc No. _____954_. Lafe No TES

ATTY. ANNA MARIE L. SANTOS NOTARY PUBLIC

for Angono, Binangonan & Cardona all judge ROMINGEOF RIZAL Extended until June 30, 2022

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

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

PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. ()



OFFICE OF THE GOVERNOR NOTICE TO PROCKED

22 February, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloe Manila

Dear Mr. Cacho:

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

ANROL CONSTRUCTION—that work may proceed on the

Construction of Parking Shed at Rizal Provincial Juli, Brgy. Dolores, Taylay, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours

Governor A. YNARES

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder

かんかんかい

CLARENCE C. CACHO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Access to the second se
The PROVENCIAL 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. 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
mrel Construction a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasig City and herein represented by its Proprietor/President/General Manager, Clarence Cosho of legal age, Filipino
Proprietor/President/General Manager, Clerence Cosho of legal age, Filipino citizen, single/married, resident of Pasis City hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVENCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No
Construction of Parking Shed at Risel Provincial Jail, Brgy. Dolores Taytay, Risel
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last January 24, 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 Four Hundred Six Thousand Two Hundred
Twenty Seven Pesse and 15/100 (P 3,406,227.15), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto bereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within N1mty S1x (96) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid 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. 41, a. 2021
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
e. Construction Schodule
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 Rid 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 lance 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 coverems is pay the CONTRACTOR the amount of PESOS
Three Killian Four Hundred Six Thousand Two Hundred Twenty Seven Pesos and 15/100

(P 5,406,227,15), Philippine

Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise asceed 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;

Ü

- 4 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS one Million Twenty One Thousand Fight Hundred Sixty Fight Pesos and 15/100 (P 1.021.868.15)

 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 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;
- (0) 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 reterred 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

48.4.9

10

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 30 to resort to other alternative modes of disputes resolution.

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

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

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

Anrel Construction

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

REBECCA A. YNARES

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITAB. DE GUZMAN

MA. VICTORIAEB. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manile

Clarence Gacho

151-542-125

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

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

Construction of Parking Shed at Bissl Frowingish Jeil, Brgy, Dolores, Taytay, Rizal

FEB 2.2 2022

WITNESS MY HAND AND SEAL this ______day of Antipole City.

et RANGOOMARizelapitol.

Doc No. 503
Page No. 108
Book No. 3

Series 20 22.

NOTARY PUBLIC for Angone, Binangonan & Cardona an in the ORGEN PERSINGIZAL

Extended until June 30, 2022 (by virtue of 8.M. 3795, September 28, 2021)

ATTY: ANNA MARIE L. SANTOS

Adm. Matter 19-006 Roll of Attorneys No. 59250 PTR No. 17132074 / January 3, 2022 / Rizal

TR No. 17132074 / January 3, 2022 / Riza IBP I delime Member No. 016632 / Rizat



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 February, 2022

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the Impre. Of Ynures Multi-Purpose Covered Court At Curissa Homes East II, Brgy. Dally, 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,

Governor ANARES

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY, B. SORIANO

CONTRACT AGREEMENT 375

KNOW ALL, MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Amipolo City, represented in this act by
its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
CONTRACTOR ACTORNAL TO THE CONTRACTOR AND ACTORNAL TO THE CONT
S.B. Soriane 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 Morong Rizal , and herein represented by its
Proprietov/President/General Manager Status Sandana of Jerus see Filipino
Proprietor/President/General Manager, Sidney Soriano, of legal age, Filipino citizen, single/married, resident of Norong, Risal, hereinafter referred to as the
CONTRACTOR, WITNESSETH, That
CONTRACTOR, WITNESSEIR, IDE,
MERCER A A DECISION A Land A CONTROL OF A CO
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguntung Pantalawigan Ordinance No. 37, 8, 2021 namely:
Improvement of Yneres Multipurpose Covered Court at Carissa Homes East II
Brgy. Dalig. Teresa, Risal
prela perred resembly propr
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
the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the bid documents, approved plans, program of works and specification in
consideration of the amount of One Million Five Hundred Minety Sight Thousand Foun
Hundred Seventy Eight Pesos and 69/100 (P 1,598,478,69), 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
Seventy Two (72) calendar days, in accordance will the provisions of the Bio
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 herewift
and incorporated herein by way of reference, namely:
more more bostonical materia by way or releasing the manufacture.

aff

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. 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 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 Hilliam Pive Hundred Ninety Bight Thousand Four Hundred Seventy Bight Pesos

and 69/100 (P 1.598.478.69), 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
manuer prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Seventy Nine Thousand Five Hundred Forty Three Pesos and 61/100 (P 479,543.61

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 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 (0.00!) 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

af

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 33 to resort to other alternative modes of disputes resolution.

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

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

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

S.B. Seriene Construction

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Steney Soriano

Proprietor/Manager/President

By:

REBECCA A. YNARES

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Anapporting is a somally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A, YNARES

Passport No. P8239281A

August 5, 2028

Manila

Sidney Soriano

253-687-269

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

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

Improvement of Ynares Multipurpose Covered Court at Carissa Homes East II. Brgy. D lig. Teresa, Risel

WITNESS MY HAND AND SEAL this
Antipolo City

Antipolo City.

Doe No. 513

Page No. 104 Book No. 3 Series 20 22 day of FEB 22 2022 at Rizah Boyincial Capitol,

ATTY: ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
alloware PROMENTE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal
IBP Lifetime Member No. 016832 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

22 February, 2022

MS. NOEMI D. SORIANO RSS CONSTRUCTION AND SUPPLIES Teresa, Rizal

Dear Ms. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to RSS CONSTRUCTION AND SUPPLIES—that work may proceed on the Const. /Provision of Wash Facilities (Water, Sanitation & Hyglene), Brgy, Bagumbayan, Teresa, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder.

NOFMLD, SORIANO

CONTRACT AGREEMENT 3V

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organize	
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Ca Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this a	er b
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and	
IS GOVERNOR, HOW, REBECCA A. TRAKES, Refer to the last the Provinces, and	
RSS Construction and Supplies , a sole proprietorship/private corporation,	dub
organized and existing under the laws of the Republic of the Philippines, with principal place of but and office address at Teresa, Rizal and herein represented by Proprietor/President/General Manager, Roemi D. orieno of legal age. Find the citizen, single/married, resident of Teresa, Rizal hereinafter referred to a	sincs
Proprietor/President/General Manager, Noemi D. orieno of legal age. Fi	նթնո
citizen, single/married, resident of Torona, Rizal , htremafter referred to a	s էև
CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares that contain infrastructure works should be construct pursuant of the Sangguntang Panlalas igan Ordinance No. 37, 5, 2021 paraely	ood is y:
Construction/Provision of wash Facilities (Water, Sanitation & Sygiet	ie)
Brgy. Bagumbayan, Teresa, Risal	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compa	etenje
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Response)PROV
Bid in a public bidding held lastJanuary 24, 2022, has accepted and binds itself to und	ertak
the construction and completion of the above said infrastructure works strictly in accordance wi	th th
following standards set forth in the hid documents, approved plans, program of works and specifical	ល្ហា រ

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

(P 1,014,629.95), Philippine Currency.

consideration of the amount of One Million Courteen Thousand Six Hundred Twenty

- 1. The whole works subject matter of this Agreement shall be completed within Sixty Four (54) 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, 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 belinding all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - h. Bid Security

Nine Feens and 93/100

- 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 laper hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of dus Agreement in conformity with the province of the Contract;
- The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESON one Million Fourteen Thousand Six Bandred Twenty Nine Pesos and 93/100

 (P 1.014.629.93), Philippine Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Four Thomsand Three Hundred Eighty Eight Feace and 98/100

 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 watranty 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

8

Qr.

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 Mto 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.

IN WITNESS WHEREOF, the parties have hereunto signed this Agrooment this FEB 2.2 2022 day of at Antipolo City.

RUS Construction and Supplies

RIZAL PROVINCIAL GOVERNMENT

Entity/Eirm/Corporation

By:

By:

Proprietor/Manager/President

REBECCA A. YNARES Governor 🦮

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CTP ONO, RIZZI) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Moeuri D. Seriane

166-852-366

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 & Sygiene) Brgy. Bagumbayan, Teresa, Rigal

WITNESS MY HAND AND SEAL this FEB 22 2002 of Assipolo City.

Doc No.

Page No. Book No. Series 20 22

Rich Too Gnorite Chpitol, ATTY ANNA MARIEL SANTOS NOTARY PUBLIC

for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL All in the PROVINCE OF RIZAL

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-906

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 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 Construction of Stone Masonry for Stope Protection (portion) of Teresa River State Abused, 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,

Governor

2.74.2032

Authorized Signature:

Name of the Representative of the Bidder:

Lacknowledge receipt of this Notice on:

LILL LIL CLARENCE C. CACHO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cheren and by and between.
The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
Anrol Construction a solu manufetarchin/ariente corporation Aub-
organized and existing under the laws of the Republic of the Philippines, with principal place of business 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 Pasis City, 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. 77 s. 2021 namely:
Construction of Stone Masonry for Slope Protection (portion) of Teresa River Sitio Abuyod, Brgy. Dalig, Teresa, Risal
WHEREAS, the CONTRACTOR, wairanting 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 January 25, 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works trictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Hillion Five Hundred Seventy One Thousand One Hundred Sixteen Peace and 50/100 (P 3.571, 116.50), Philippine Currency.
NOW, THEREFORE, for end 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 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
e. Construction Schedule
f. Request for Expression of Interest
d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security i. Addeeda and Supplemental Bulletin
bidder/s two (2) bidding envelopes
b. Bid Security
i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto
The state of the compact and the Compactor of Company mereto
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 Three Million Five Hundred Seventy One Thousand One Hundred Sixteen 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 masser 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; 35
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS one Million Seventy One Thousand Three Hundred Thirty Four Pesos and 95/400

 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 herowith, 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 heremafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or stavices 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

N. S.

46

Mo

U

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 35 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 hereumto signed this Agreement this 8 22 2027day of at Antipolo City.

Anrol Construction

Entity/Firm/Corporation

_

By:

Proprietor/Manager/President

Ву:

REBECCA A. YNARES

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B, TEJAĐA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY
Angono, Rizar) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON. REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

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 every page hereof, refers to the Agreement for:

Construction of Stone Masonry for Slope Protection (portion) of Teresa River Sitio Abuyod, Brgy. Dalig. Teresa, Rizal

WITNESS MY HAND AND SEAL this _____day of ___

Amapolo Cny.

Series 20 20.

Doe No. 402 Page No. 408 Book No. 3 ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC

tor Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL

Extended published an extended 20.2322 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19:006 Roll of Attorneys No. 89250

PTR No. 17132074 / January 3, 2022 / Riget IBP Lifetime Member No. 016632 / Riget