



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**MR. EDGARDO M. UBIADAS**  
**KIT UBIADAS CONSTRUCTION CORP.**  
Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the *Repair / Reputing of Ynares Multi-Purpose Covered Court at Medalva Hills Village Phase 1, Brgy. San Isidro, Angono, Rizal* effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
NINA RICCI A. YNARES  
Governor

I acknowledge receipt of this Notice on:

7-20-23

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS

NTP 06-09-2023# 1

## CONTRACT AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

**KIT UBIADAS CONSTRUCTION CORPORATION**, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, EDGARDO M. UBIADAS, 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 should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court at Medsive Hills Village Phase 1, Brgy. San Isidro, Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Five Hundred Sixty-Three Thousand Eight Pesos & 59/100 (P 1,563,008.59), 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 (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Five Hundred Sixty-Three Thousand Eight Pesos & 59/100 (P 1,563,008.59), 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 Four hundred Sixty-Eight Thousand Nine hundred Two Pesos & 56/100 (P 468,902.56 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

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

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 JUL 10 2023 day of \_\_\_\_\_ at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION  
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:   
EDGARDO M. UBIADAS  
Proprietor/Manager/President

By:   
NINA RICCI A. YNARES  
Governor

WITNESSES

  
LOLITA B. DE GUZMAN

  
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>EDGARDO M. UBIADAS</u>	TIN NO. 008-410-689		

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

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

Repair/Repainting of Ynares Multi-Purpose Covered Court at Medelva Hills Village Phase 1, Brgy. San Isidro, Angono, Rizal

WITNESS MY HAND AND SEAL this JUL 10 2023 day of \_\_\_\_\_, at Angono, Rizal Provincial Capitol, Antipolo City.

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Page No. 34  
Book No. 3  
Series 20 23

  
ATTY. ANNA MARIE L. SANTOS  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18928923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No.016632 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

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

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to **GKB BUILDERS** that work may proceed on the  
*Repair / Repainting of Ynares Multi-Purpose Building and Construction of Handwashing Facility at Brgy. San Salvador, Baras, Rizal and Brgy. Maybanca, Morong, Rizal*, effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI YNARES**  
Governor

I acknowledge receipt of this Notice on: 7.20.23

Authorized Signature:

Name of the Representative of the Bidder:   
**GERALD KENN SJ. BILOG**

## CONTRACT AGREEMENT <sup>2</sup>

### 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

GKB BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal, and herein represented by its Proprietor/President/General Manager, GERALD KENN S. J. BILOG, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023/RPSB Res. No. 1, s. 2023, namely:

Repair/Repainting of Ynares Multi-Purpose Building and Construction of Handwashing Facility at Brgy. San Salvador, Baras, Rizal and Brgy. Maybancal, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Forty-Four Thousand Five Hundred Eighty-Eight Pesos & 77/100 (P 1,044,588.77), 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 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. 10, s. 2023/RPSB Res. No. 1, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Forty-Four Thousand Five Hundred Eighty-Eight Pesos & 77/100 (P 1,044,588.77), 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; 2

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Thirteen Thousand Three hundred Seventy-Six Pesos & 63/100 (P 313,376.63) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

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

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.

JUL 18 2023

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

GKB BUILDERS

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

GERALD KENN S.J. BILOG  
Proprietor/Manager/President

NINA RICCIA YNARES  
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

**NOTARIAL ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
ANTIPOLO CITY, <sup>Angono, Rizal</sup> ) S.S.

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCIA YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>GERALD KENN S.J. BILOG</u>	<u>TIN NO. 196-519-323</u>	_____	_____

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

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

Repair/Repainting of Ynares Multi-Purpose Building and Construction of Handwashing Facility at Brgy. San Salvador, Basse, Rizal and Brgy. Meybancal, Morong, Rizal

WITNESS MY HAND AND SEAL this JUL 18 2023 day of \_\_\_\_\_, at <sup>Angono, Rizal</sup> Rizal Provincial Capitol, Antipolo City.

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Page No. 25  
Book No. 2  
Series 20 23

**ATTY. ANNA MARIE L. SANTOS**  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 016832 / Rizal  
MCLE Compliance No. VII-0023742





Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**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 4-Storey, 12-Rooms Ynares School Building at Cainta Elem. School, Brgy. San Roque, Cainta, Rizal* effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the implementing Schedule on the date above-mentioned.

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,

  
NINA RICCI YNARES  
Governor

I acknowledge receipt of this Notice on:

7-20-23

Authorized Signature:

Name of the Representative of the Bidder:   
FERNANDO L. ARADA

NTP 06-09-2023# 3

## 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 Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. NINA RICCIA. YNARES**, herein referred to as the **PROVINCE**; and

FLAG CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, FERNANDO ARADA, 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 should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 1, s. 2023 namely:

Construction of 4-storey, 12 rooms Ynares School Building at Cainta Elementary School, Brgy. San Roque, Cainta, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, 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 Forty-Six Million Eight Hundred Twenty-Four Thousand Five Hundred Ninety Pesos & 26/100 (P 46,824,590.26), 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 Three Hundred (300) 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. RPSB Res. No. 1, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 Forty-Six Million Eight Hundred Twenty-Four Thousand Five Hundred Ninety Pesos & 26/100 (P 46,824,590.26), 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; <sup>3</sup>

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Fourteen Million Forty-Seven Thousand Three Hundred Seventy-Seven Pesos & 08/100 (P14,047,377.08) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

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

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 JUL 18 day of \_\_\_\_\_ of \_\_\_\_\_ at Antipolo City.

FLAG CONSTRUCTION CORPORATION

Entity/Firm/Corporation

By:

FERNANDO ARADA

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

**NOTARIAL ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
ANTIPOLO CITY (Antipolo, 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. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>FERNANDO ARADA</u>	<u>TIN NO. 007-885-673</u>		

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 4-storey, 12 rooms Ynares School Building at Cainta Elementary School, Brgy. San Roque, Cainta, Rizal

WITNESS MY HAND AND SEAL this JUL 18 2022 day of \_\_\_\_\_, at Rizal Provincial Capitol, Antipolo City.

Doc No. 122  
Page No. 24  
Book No. 2  
Series 20 20

ATTY. ANNA MARIE L. SANTOS  
NOTARY PUBLIC  
for Angono, Binangonan, Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 016632 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

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

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to **GKB BUILDERS** that work may proceed on the  
*Repair / Repainting of Ynares Multi-Purpose Building (Convention Center)*  
*and Fence with Gate Brgy. Bagumbong, JalaJala, Rizal.*  
effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

**NINA RICCIA YNARES**  
Governor

I acknowledge receipt of this Notice on: 7-20-23

Authorized Signature:

Name of the Representative of the Bidder: GERALD KENN SJ. BILOG

# CONTRACT AGREEMENT 4

## 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

GKB BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal, and herein represented by its Proprietor/President/General Manager, GERALD KENN S.J. BILOG, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

Repair/Repainting of Ynares Multi-Purpose Building (Convention Center) and Fence with Gate at Brgy. Bagumbong, Jalajala, Rizal.

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Hundred Thirty-Eight Thousand Four Hundred Seven Pesos & 93/100 (P 538,407.93), 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 Fifty ( 50 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 Five Hundred Thirty-Eight Thousand Four Hundred Seven Pesos & 93/100 (P 538,407.93), 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; 4

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Sixty-One Thousand Five Hundred Twenty-two Pesos & 38/100 (P 161,522.38) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

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

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 JUL 18 2023 day of \_\_\_\_\_ at Antipolo City.

GKB BUILDERS  
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

By:

GERALD KENN S.J. BILOG  
Proprietor/Manager/President

NINA RICCI A. YNARES  
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

**NOTARIAL ACKNOWLEDGMENT**

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>GERALD KENN S.J. BILOG</u>	<u>TIN NO. 196-519-323</u>	_____	_____

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

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

**Repair/Repainting of Ynares Multi-Purpose Building (Convention Center) and Fence with Gate at Brgy. Bagumbong, Jalajala, Rizal**

WITNESS MY HAND AND SEAL this JUL 18 2023 day of \_\_\_\_\_, at Rizal Provincial Capitol, Antipolo City.

Doc No. 118  
Page No. 25  
Book No. 2  
Series 20 73

ATTY. ANNA MARIE L. SANTOS  
NOTARY PUBLIC

for Angara, Riveran & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023

Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal

Roll of Attorneys No. 69250

IBP Lifetime Member No. 016632 / Rizal

MCLE Compliance No. VII-0023742





Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**ENGR. RENATO C. VILLAROMAN**  
**LARD BUILDERS**  
Baras, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to **LARD BUILDERS** that work may proceed on the  
*Construction of 2-Storey Multi-Purpose Building (Health Center and Brgy. Hall Extension) Brgy. Lubo, JalaJala, Rizal*  
effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
NINA RICCI AYNARES  
Governor

I acknowledge receipt of this Notice on:

7-20-2023

Authorized Signature:

Name of the Representative of the Bidder:

  
RENATO C. VILLAROMAN

# CONTRACT AGREEMENT 5

## 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

**LARD BUILDERS**, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Beras, Rizal, and herein represented by its Proprietor/President/General Manager, RENATO VILLAROMAN, of legal age, Filipino citizen, single/married, resident of Beras, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

**Construction of 2-Storey Multi-Purpose Building (Health Center and Brgy. Hall Extension) Brgy. Lubo, Jalajala, Rizal**

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, 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 Five Hundred Sixty-Nine Thousand Six Hundred Pesos & 41/100 (P 3,569,600.41), 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 One Hundred Twenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Five Hundred Sixty-Nine Thousand Six Hundred Pesos & 41/100 (P 3,569,600.41), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

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 Thousand Eight Hundred Eighty Pesos & 12/100 (P 1,070,880.12 ) 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 damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."*

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 5

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 JUL 18 2023 day of \_\_\_\_\_ at Antipolo City.

**LARD BUILDERS**

Entity/Firm/Corporation

By:

RENATO VILLAROMAN

Proprietor/Manager/President

**RIZAL PROVINCIAL GOVERNMENT**

By:

NINA RICCI A. YNARES

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

**NOTARIAL ACKNOWLEDGMENT**

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>RENATO VILLAROMAN</u>	<u>TIN NO. 119-041-448</u>		

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 2-Storey Multi-Purpose Building (Health Center and Ergy. Hall Extension) Ergy. Lubo, Jalsala, Rizal

WITNESS MY HAND AND SEAL this JUL 18 2023 day of \_\_\_\_\_ at Angono, Rizal Rizal Provincial Capitol, Antipolo City.

Doc No. 128  
Page No. 27  
Book No. 2  
Series 20 23

**ATTY. ANNA MARIE L. SANTOS**  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No.016632 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**MR. EDGARDO M. UBIADAS**  
**KIT UBIADAS CONSTRUCTION CORP.**  
Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the *Rehabilitation of Electrical Wiring & Fixtures of Multi-Purpose Covered Court at Brgy. Bagumbong, JalaJala, Rizal* effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI A. YNARES**  
Governor

I acknowledge receipt of this Notice on:

7.20.2023  


Authorized Signature:

Name of the Representative of the Bidder:

**EDGARDO M. 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

KEF UBIADAS CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, EDGARDO M. UBIADAS, 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 should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

Rehabilitation of Electrical Wiring & Fixtures of Multi-Purpose Covered Court at Brgy. Bagumbong, Jelajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Hundred Fifty-Four Thousand Two Hundred Fifty-Three Pesos & 61/100 (P 554,253.61), 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 Thirty-Six ( 36 ) 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. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 Five Hundred Fifty-Four Thousand Two Hundred Fifty-Three Pesos & 61/100 (P 554,253.61), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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; 6

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Sixty-Six Thousand Two Hundred Seventy-Six Pesos & 08/100 (P 166,276.08) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

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

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 JUL 18 2023 day of \_\_\_\_\_ at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION  
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

EDGARDO M. UBIADAS  
Proprietor/Manager/President

By:

NINA RICCI A. YNARES  
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
ANTIPOLO CITY, 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. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>EDGARDO M. UBIADAS</u>	<u>TIN NO. 008-410-689</u>	_____	_____

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:

Rehabilitation of Electrical Wiring & Fixtures of Multi-Purpose Covered Court at Brgy. Bagumbong, Jalajala, Rizal

WITNESS MY HAND AND SEAL this JUL 18 2023 day of \_\_\_\_\_, at Antipolo City Capitol, Antipolo City.

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ATTY. ANNA MARIE L. SANTOS  
NOTARY PUBLIC  
for Angono, Binangonan, Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 016632 / Rizal  
MCLE Compliance No. VII-0023742





Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to *L.L. MARRON CONST. & TRADING* that work may proceed on the *Construction of Roadway Lightings at Bautista St., Brgy. Bambang, Morong, Rizal* effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

NINA RICCA SYNARES  
Governor

I acknowledge receipt of this Notice on:

7.20.2023

Authorized Signature:

Name of the Representative of the Bidder:

  
LAURA L. MARRON

NTP 06-09-2023# 7

## CONTRACT AGREEMENT 7

### 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

L.L. MARRON 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 Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, LAURA L. 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 should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

**Construction of Roadway Lightings at Bautista St., Brgy. Bombongan, Morong, Rizal**

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, 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 Eight Million Six Hundred Seventy-Four Thousand Four Hundred Pesos & 64/100 (P 8,674,400.64), 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 One Hundred Twenty-Eight (128) 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. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 Eight Million Six Hundred Seventy-Four Thousand four hundred Pesos & 64/100 (P 8,674,400.64), 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 Two Million Six Hundred Two Thousand Three Hundred Twenty Pesos & 19/100 (P 2,602,320.19 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

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

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 18 day of JUL 18 2023 at Antipolo City.

L.L. MARRON CONSTRUCTION AND TRADING  
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

  
LAURA L. MARRON  
Proprietor/Manager/President

By:

  
NINA RICCI A. YNARES  
Governor

WITNESSES

  
LOLITA B. DE GUZMAN

  
MA. VICTORIA B. TEJADA

**NOTARIAL ACKNOWLEDGMENT**

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>LAURA L. MARRON</u>	<u>TIN NO. 236-059-376</u>		


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 Bautista St., Brgy. Bombongan, Morong, Rizal**

WITNESS MY HAND AND SEAL this 18 day of JUL 18 2023, at Rizal Provincial Capitol, Antipolo City, Angono, Rizal

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Series 20 23

  
**ATTY. ANNA MARIE D. SANTOS**  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 016632 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

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

Dear Engr. Mina:

The attached *Contract Agreement* having been approved, notice is hereby given to **JRD-D2 ENTERPRISES** that work may proceed on the *Asphalt Overlaying of V. Javier St., Brgy. Lagundi, Morong, Rizal*, effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI L. YNARES**  
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

  
**PORFIRIO P. MINA**

NTP 06-09-2023# 8

# CONTRACT AGREEMENT 8

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

JRD-D<sup>2</sup> ENTERPRISES, 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 Tanay, Rizal, and herein represented by its Proprietor/President/General Manager, FORFIRIO MINA, of legal age, Filipino citizen, single/married, resident of Tanay, Rizal, hereinafter referred to as the **CONTRACTOR, WITNESSETH**, That,

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

Asphalt Overlaying of V. Javier St., Brgy. Lagundi, Morong, Rizal

WHEREAS, the **CONTRACTOR**, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, 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 Eleven Million Three Hundred Eleven Thousand Three Hundred Four Pesos & 37/100 (P 11,311,304.37), 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 Ninety ( 90 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 Eleven Million Three Hundred Eleven Thousand Three Hundred Four Pesos & 37/100 (P 11,311,304.37), 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; 8

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Million Three Hundred Ninety-Three Thousand Three Hundred Ninety-One Pesos & 31/100 (P 3,393,391.31) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

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

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 JUL 18 day of 2023 at Antipolo City.

JRD-D<sup>2</sup> ENTERPRISES

Entity/Firm/Corporation

By:

FORFIRIO MINA

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
FORFIRIO MINA	TIN NO. 154-422-889		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary 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

Asphalt Overlaying of V. Javier St., Brgy. Lagundi, Morong, Rizal

WITNESS MY HAND AND SEAL this JUL 18 2023 day of Angono, Rizal at Rizal Provincial Capitol, Antipolo City.

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Series 20 22

ATTY. ANNA MARIE L. SANTOS  
NOTARY PUBLIC

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

Valid until December 31, 2023

Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal

Roll of Attorneys No. 69250

IBP Lifetime Member No. 016632 / Rizal

MCLE Compliance No. VII-0023742





Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**MR. VIVENCIO C. BERNARDO**  
**V. BERNARDO CONST. & TRADING**  
Morong, Rizal

Dear Mr. Bernardo :

The attached Contract Agreement having been approved, notice is hereby given to **V. BERNARDO CONST. & TRADING** that work may proceed on the *Concrete Reblocking at E. Dela Paz St., Brgy. Maybancal, Morong, Rizal* effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI A. YNARES**  
Governor

I acknowledge receipt of this Notice on:

7.20.2023

Authorized Signature:

Name of the Representative of the Bidder.

  
**VIVENCIO C. BERNARDO**

NTP 06-09-2023# 9

# CONTRACT AGREEMENT 9

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

**V. BERNARDO 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 Morong, Rizal, and herein represented by its Proprietor/President/General Manager, **VINENCIO C. BERNARDO**, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

Concrete Reblocking at E. Dela Paz St., Brgy. Maybancal, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, 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 Eight Hundred Fifty-Six Thousand Thirteen Pesos & 76/100 (P 3,856,013.76), 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 One Hundred Twelve (112) 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. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Eight Hundred Fifty-Six Thousand Thirteen Pesos & 76/100 (P 3,856,013.76), 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; 9

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million One Hundred Fifty-Six Thousand Eight Hundred Four Pesos & 13/100 (P 1,156,804.13 ) 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, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

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

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 JUL 18 2023 day of \_\_\_\_\_ at Antipolo City.

V. BERNARDO CONSTRUCTION AND TRADING

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

VIVENCIO C. BERNARDO  
Proprietor/Manager/President

By:

NINA RICCI A. YNARES  
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

**NOTARIAL ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
ANTIPOLO CITY (Angono, 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. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>VIVENCIO C. BERNARDO</u>	<u>TIN NO. 301-271-087</u>	_____	_____

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: **Concrete Reblocking at E. Dela Paz St., Brgy. Maybancal, Morong, Rizal**

WITNESS MY HAND AND SEAL this JUL 18 2023 day of \_\_\_\_\_ at Angono, Rizal Capitol, Antipolo City.

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ATTY. ANNA MARIE L. SANTOS  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 016632 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023.

**MR. GERALD KENN SJ. BILOG**  
**GKB BUILDERS**  
Marong, Rizal

Dear Mr. Bilog:

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

*Construction of Grouted Riprap at Talaga Creek (portion) Brgy. Maybancal, Marong, Rizal*, effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI LYNARES**  
Governor

I acknowledge receipt of this Notice on:

7.20.2023

Authorized Signature:

Name of the Representative of the Bidder:

  
**GERALD KENN SJ. BILOG**

# CONTRACT AGREEMENT

10

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

**GKB BUILDERS**, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal, and herein represented by its Proprietor/President/General Manager, GERALD KENN S.J. BILOG, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

**Construction of Grouted Riprap at Talaga Creek (portion) Brgy. Maybancal, Morong, Rizal**

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six Million Two Hundred Twenty-Four Thousand Two Hundred Seventeen Pesos & 32/100 (P 6,224,217.32), 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 One Hundred Sixty (160) 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. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 Two Hundred Twenty-Four Thousand Two Hundred Seventeen Pesos & 32/100 (P 6,224,217.32), 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; 10

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Eight Hundred Sixty-Seven Thousand Two Hundred Sixty-Five Pesos & 20/100 (P 1,867,265.20 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 10

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 JUL 18 2023 day of \_\_\_\_\_ at Antipolo City.

GKB BUILDERS  
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:   
GERALD KENN S.J. BILOG  
Proprietor/Manager/President

By:   
NINA RICCI A. YNARES  
Governor

WITNESSES

  
LOLITA B. DE GUZMAN

  
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>GERALD KENN S.J. BILOG</u>	<u>TIN NO. 196-519-323</u>	_____	_____

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 Grouted Riprap at Talaga Creek (portion) Brgy. Maybencal, Morong, Rizal**

WITNESS MY HAND AND SEAL this JUL 18 2023 day of \_\_\_\_\_, at Rizal Provincial Capitol, Antipolo City, Angono, Rizal

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**ATTY. ANNA MARIE L. SANTOS**  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 016632 / Rizal  
MCLE Compliance No. VII-0023742





Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**MR. EDGARDO M. UBIADAS**  
**KIT UBIADAS CONSTRUCTION CORP.**  
Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the *Concreting of Road with Side Protection at Tandangena St., Brgy. San Guillermo, Marong, Rizal* effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
NINA RICCI A. YNARES  
Governor

I acknowledge receipt of this Notice on:

7-20-2023

Authorized Signature:

Name of the Representative of the Bidder:

  
EDGARDO M. 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

**KIT UBIADAS CONSTRUCTION CORPORATION**, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, EDGARDO M. UBIADAS, 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 should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

Concreting of Road with Side Protection at Tantiogco St., Brgy. San Guillermo, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Million Two Hundred Seventy-Six Thousand One Hundred Ninety-Seven Pesos & 38/100 (P 5,276,197.38), 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 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. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 Five Million Two Hundred Seventy-Six Thousand One Hundred Ninety-Seven Pesos & 38/100 (P5,276,197.38), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Five Hundred Eighty-Two Thousand Eight Hundred Fifty-Nine Pesos & 21/100 (P 1,582,859.21) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

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

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 JUL 18 2023 day of \_\_\_\_\_ at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION  
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:   
EDGARDO M. UBIADAS  
Proprietor/Manager/President

By:   
NINA RICCI A. YNARES  
Governor

WITNESSES

  
LOLITA B. DE GUZMAN

  
MA. VICTORIA B. TEJADA

**NOTARIAL ACKNOWLEDGMENT**

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

Angono, Rizal

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>EDGARDO M. UBIADAS</u>	<u>TIN NO. 008-410-689</u>		

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

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

**Concreting of Road with Side Protection at Tentiongo St., Brgy. San Guillermo, Morong, Rizal** Angono, Rizal

WITNESS MY HAND AND SEAL this JUL 18 2023 day of \_\_\_\_\_, at Rizal Provincial Capitol, Antipolo City.

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Series 20 23

  
**ATTY. ANNA MARIE L. SANTOS**  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 016632 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**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 4-Storey, 8-Rooms Ynares School Building at Talaga Elem. School, Sitio Talaga, Brgy. Maybuncal, Morong, Rizal* effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI YNARES**  
Governor 

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:   
**FERNANDO L. ARADA**

# CONTRACT AGREEMENT <sup>12</sup>

## 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**, and

FLAG CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, FERNANDO ARADA, 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 should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 1, s. 2023 namely:

Construction of 4-storey, 8 rooms Ynares School Building at Talaga Elementary School, Sitio Talaga, Brgy. Maybancel, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, 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 Thirty-Two Million Five Hundred Thirty-Nine Thousand One Hundred Seventy-Seven Pesos & 89/100 (P 32,539,177.89), 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 Two Hundred Fifty (250) 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. RPSB Res. No. 1, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 Thirty-Two Million Five Hundred Thirty-Nine Thousand One Hundred Seventy-Seven Pesos & 89/100 (P 32,539,177.89), 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 Million Seven Hundred Sixty-One Thousand Seven Hundred Fifty-Three Pesos & 37/100 (P 9,761,753.37 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

12

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 or 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 JUL 18 2023 day of \_\_\_\_\_ at Antipolo City.

FLAG CONSTRUCTION CORPORATION  
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

  
FERNANDO ARADA  
Proprietor/Manager/President

By:

  
NINA RICCI A. YNARES  
Governor ✓

WITNESSES

  
LOLITA B. DE GUZMAN

  
MA. VICTORIA B. TEJADA

**NOTARIAL ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
ANTIPOLO CITY (PROV. 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. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>FERNANDO ARADA</u>	<u>TIN NO. 007-885-673</u>		

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 4-storey, 8 rooms Ynares School Building at Talaga Elementary School, Sitio Talaga, Brgy. Meybancal, Morong, Rizal

JUL 18 2023

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, at Rizal Provincial Capitol, Antipolo City.

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Series 20 23

  
ANGONO, Rizal  
ATTY. ANNA MARIE L. SANTOS  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 016632 / Rizal  
MCLE Compliance No. VII-0023742





Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MR. ALEX A. SUELILA  
A. SUELILA CONST. -  
FLAG CONST. CORP. JOINT VENTURE  
Morong, Rizal


Dear Mr. Suelila:

The attached Contract Agreement having been approved, notice is hereby given to *A. SUELILA CONST. - FLAG CONST. CORP. JOINT VENTURE* that work may proceed on the *Construction of 4-Storey, 16-Rooms Ynares School Building at Morong National High School Talaga Annex, Sitio Talaga, Brgy. Maybancal, Morong, Rizal* effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
NINA RICCI YNARES  
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:   
ALEX A. SUELILA

CONTRACT AGREEMENT  
(JOINT VENTURE) 13

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

**A. SUELLA 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 Proprietor/President/General Manager, **ALEX SUELLA**, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**;

**FLAG CONSTRUCTION CORPORATION**, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, **FERNANDO ARADA**, 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 should be constructed in pursuant of the RPSB Res. No. 2, s. 2023, namely:

Construction of 4-Storey, 16 Rooms at Morong National High School Talaga Annex, Sitio Talaga, Brgy. Mayhinal, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, 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 Sixty-Six Million One Hundred Forty-Six Thousand One Hundred Pesos & 87/100 (Php66,146,100.87), 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 Three Hundred Eighty (380) 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. RPSB Res. No. 2, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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, 13

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Sixty-Six Million One Hundred Forty-Six Thousand One Hundred Pesos & 87/100 (Php66,146,100.87), 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 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 Nineteen Million Eight Hundred Forty-Three Thousand Eight Hundred Thirty Pesos & 26/100 (P19,843,830.26) 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 damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."*

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement, 13

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 or 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.

JUL 18 2023

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

A. SUELILA CONSTRUCTION  
Entity/Firm/Corperation

RIZAL PROVINCIAL GOVERNMENT

By:

By:

  
ALEX SUELILA  
Proprietor/Manager/President

  
NINA RICCIA YNARES  
Governor

FLAG CONSTRUCTION CORPORATION  
Entity/Firm/Corperation

By:

  
FERNANDO ARADA  
Proprietor/Manager/President

WITNESSES

  
LOLITA B. DE GUZMAN

  
MA VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

13

REPUBLIC OF THE PHILIPPINES)  
ANTIPOLO CITY Angono, Rizal

Angono, Rizal

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

<u>Name/Entity</u>	<u>Valid ID Presented</u>	<u>Date</u>	<u>Place</u>
<u>HON. NINA RICCI A. YNARES</u>	Passport No. P7689056B	September 24, 2031	Manila
<u>ALEX SUELILA</u>	<u>TIN NO. 922-882-249</u>		
<u>FERNANDO ARADA</u>	<u>TIN NO. 007-885-673</u>		

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 four (4) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of 4-Storey, 16 Rooms at Marong National High School Talags Annex, Sitio Talags, Brgy. Maybanca, Marong, Rizal

WITNESS MY HAND AND SEAL this JUL 18 2023 day of Angono, Rizal at Rizal Provincial Capitol, Antipolo City.

Doc No. 120  
Page No. 25  
Book No. 2  
Series 2023

NOTARY PUBLIC

ATTY. ANNA MARIE L. SANTOS  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 016832 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**MS. MARIA LOIDA C. NOCON**  
**SAN RAFAEL BUILDERS**  
Rodriguez, Rizal

Dear Ms. Nocon:

The attached Contract Agreement having been approved, notice is hereby given to **SAN RAFAEL BUILDERS** that work may proceed on the  
*Provision of Biomed Room at Rizal Provincial Hospital System (RPHS)*  
*Casimiro A. Ynares, Sr. Memorial Hospital, Brgy. Burgos, Montalban, Rizal*  
effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI A. YNARES**  
Governor

I acknowledge receipt of this Notice on:

7.2.2023

Authorized Signature:

Name of the Representative of the Bidder:

  
**MARIA LOIDA C. NOCON**

# 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 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

SAN RAFAEL BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Montalban, Rizal, and herein represented by its Proprietor/President/General Manager, MARIA LOIDA G. NOCON, of legal age, Filipino citizen, single/married, resident of Montalban, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

Provision of Biomed Room at Rizal Provincial Hospital System (RPHS)  
Casimiro A. Ynares, Sr. Memorial Hospital, Brgy. Burges, Montalban,  
Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Hundred Fifty-Six Thousand Six Hundred One Pesos & 10/100 (P 356,601.10), 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 Thirty ( 30 ) 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. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Hundred Fifty-Six Thousand Six Hundred One Pesos & 10/100 (P 356,601.10), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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; 14

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Six Thousand Nine Hundred Eighty Pesos & 33/100 (P 106,980.33) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

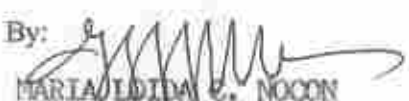



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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 JUL 18 2023 day of \_\_\_\_\_ at Antipolo City.

SAN RAFAEL BUILDERS  
Entity/Firm/Corporation  
By:   
MARIA LOIDA C. NOCON  
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT  
By:   
NINA RICCI A. YNARES  
Governor

WITNESSES

  
LOLITA B. DE GUZMAN

  
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
ANTIPOLO CITY, 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. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>MARIA LOIDA C. NOCON</u>	<u>TIN NO. 910-996-316</u>	_____	_____

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: Provision of Biomed Room at Rizal Provincial Hospital System (RPHS) Casimiro A. Ynares, Sr. Memorial Hospital, Juvayra B. Ynares, Montalban Rizal

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, at Rizal Provincial Capitol, Antipolo City.

Doc No. 125  
Page No. 24  
Book No. 2  
Series 20 23

  
ATTY. ANNA MARIE L. SANTOS  
NOTARY PUBLIC  
for Angono, Rizal  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 016632 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**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 *Repair/Repainting of Ynares Multi-Purpose Covered Court (Tennis Court) at Metro Montaña Village, Brgy. Burgos, Montalban, Rizal* effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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.

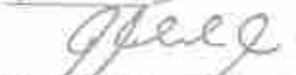
Very truly yours,

  
**NINA RICCI YNARES**  
Governor

I acknowledge receipt of this Notice on:

7-20-2023

Authorized Signature:



Name of the Representative of the Bidder:

CARLOS S. GERONIMO

# CONTRACT AGREEMENT 15

## 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

CSGER CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Montalban, Rizal, and herein represented by its Proprietor/President/General Manager, CARLOS GERONIMO, of legal age, Filipino citizen, single/married, resident of Montalban, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 1, s. 2023 namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court (Tennis Court) at Metro Montans Village, Brgy. Burgos, Montalban, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Six Hundred Sixty-Nine Thousand Four Hundred Seven Pesos & 58/100 (P 1,669,407.58), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of 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. RPSB Res. No. 1, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Six Hundred Sixty-Nine Thousand Four Hundred Seven Pesos & 58/100 (P 1,669,407.58), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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; 15

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Thousand Eight Hundred Twenty-Two Pesos & 27/100 (P 500,822.27) 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 Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 18 2023 day of \_\_\_\_\_ at Antipolo City.

CSGER CONSTRUCTION CORPORATION  
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]  
CARLOS GERONIMO  
Proprietor/Manager/President

By: [Signature]  
NINA RICCI A. YNARES  
Governor

WITNESSES

[Signature]  
LOLITA B. DE GUZMAN

[Signature]  
MA. VICTORIA B. TEJADA

**NOTARIAL ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
ANTIPOLO CITY (Angono, 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. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>CARLOS GERONIMO</u>	<u>TIN NO. 009-082-732</u>	_____	_____

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

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

Repair/Repainting of Ynares Multi-Purpose Covered Court (Tennis Court) at Metro Montana Village, Brgy. Burgos, Montalban, Rizal

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, at Rizal Provincial Capitol, Antipolo City.

Doc No. 115  
Page No. 24  
Book No. ?  
Series 20 22

[Signature]  
**ATTY. ANNA MARIE L. SANTOS**  
NOTARY PUBLIC  
for Angono, Brgy. Burgos, Montalban, Rizal  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 016632 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**MR. EDWIN B. RIVERA**  
**YAKALER CONST. AND SUPPLIES**  
Morong, Rizal

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to **YAKALER CONST. AND SUPPLIES** that work may proceed on the *Construction of 3-Storey, 6-Rooms Ynares School Buildings at Pilla Elem. School (Central), Brgy. Bagumbayan, Pilla, Rizal* effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI YNARES**  
Governor

I acknowledge receipt of this Notice on: 7-20-2023

Authorized Signature:   
Name of the Representative of the Bidder: **EDWIN B. RIVERA**

# CONTRACT AGREEMENT <sup>16</sup>

## 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

YAKALER CONSTRUCTION & SUPPLIES, 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 Proprietor/President/General Manager, EDWIN B. RIVERA, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 1, s. 2023 namely:

Construction of 3-Storey, 6 Rooms Ynares School Buildings at Pililla Elementary School (Central), Brgy. Bagumbayan, Pililla, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, 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 Twenty-Two Million Five Hundred Three Thousand Seven Pesos & 92/100 (P 22,503,007.92 ), 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 Two Hundred Thirty ( 230 ) 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. RPSB Res. No. 1, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 Twenty-Two Million Five Hundred Three Thousand Seven Pesos & 92/100 (P 22,503,007.92 ), 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; 16

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Million Seven Hundred Fifty Thousand Nine Hundred Two Pesos & 38/100 (P 6,750,902.38 )

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

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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



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

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

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.

YAKALER CONSTRUCTION & SUPPLIES  
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

  
EDWIN B. RIVERA  
Proprietor/Manager/President

By:

  
NINA RICCI YNARES  
Governor

WITNESSES

  
LOLITA B. DE GUZMAN

  
MA. VICTORIA B. TEJADA

**NOTARIAL ACKNOWLEDGMENT**

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>EDWIN B. RIVERA</u>	<u>TIN NO. 428-018-900</u>	_____	_____


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 3-Storey, 6 Rooms Ynares School Buildings at Pililla Elementary School (Central), Brgy. Sagumbayan, Pililla, Rizal

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, at Rizal Provincial Capitol, Antipolo City.

Doc No. 126  
Page No. 27  
Book No. 7  
Series 20 27

  
**ATTY. ANNA MARIE L. SANTOS**  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 68250  
IBP Lifetime Member No. 016832 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to **CSGER CONSTRUCTION CORP.** that work may proceed on the  
*Construction of 4-Storey, 16-Rooms Ynares School Building at  
Sampaloc National High School, Brgy. Sampaloc, Tanay, Rizal*  
effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI A. YNARES**  
Governor

I acknowledge receipt of this Notice on:

7-20-2023

Authorized Signature:

Name of the Representative of the Bidder:

  
**CARLOS S. GERONIMO**

# 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

CSGER CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Montalban, Rizal, and herein represented by its Proprietor/President/General Manager, CARLOS GERONIMO, of legal age, Filipino citizen, single/married, resident of Montalban, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 2, s. 2023 namely:

Construction of 4-storey, 16 Rooms at Sempaloc National High School, Brgy. Sempaloc, Tanay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, 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 Sixty-Five Million Eight hundred Fourteen Thousand Nine Hundred Twenty-Seven Pesos Only (P 65,814,927.00), 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 Three Hundred Eighty (380) 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. RPSB Res. No. 2, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 Sixty-Five Million Eight Hundred Fourteen Thousand Nine Hundred Twenty-Seven Pesos Only (P 65,814,927.00), 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 Nineteen Million Seven Hundred Forty-Four Thousand Four Hundred Seventy-Eight Pesos & 10/100 (P 19,744,478.10 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

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

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 11 day of July 2023 at Antipolo City.

CS/GER CONSTRUCTION CORPORATION  
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]  
CARLOS GERONIMO  
Proprietor/Manager/President

By: [Signature]  
NINA RICCI A. YNARES  
Governor

WITNESSES

[Signature]  
LOLITA B. DE GUZMAN

[Signature]  
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>CARLOS GERONIMO</u>	<u>TIN NO. 009-082-732</u>		

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 4-storey, 16 Rooms at Sampaloc National High School, Brgy. Sampaloc, Tanay, Rizal

WITNESS MY HAND AND SEAL this 11 day of July 2023 at Rizal Provincial Capitol, Antipolo City.

Doc No. 116  
Page No. 25  
Book No. 2  
Series 20 23

[Signature]  
**ATTY. ANNA MARIE L. SANTOS**  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No.016632 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal  
OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**MS. MARIA LOIDA C. NOCON**  
**SAN RAFAEL BUILDERS**  
Rodriguez, Rizal

Dear Ms. Nocon:

The attached Contract Agreement having been approved, notice is hereby given to **SAN RAFAEL BUILDERS** that work may proceed on the *Construction of 4-Storey, 16-Rooms at University of Rizal System-Tanay Campus, Brgy. Sampaloc, Tanay, Rizal* effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI A. YNARES**  
Governor

I acknowledge receipt of this Notice on:

7.20.23

Authorized Signature:

Name of the Representative of the Bidder:

  
**MARIA LOIDA C. NOCON**

# 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

**SAN RAFAEL BUILDERS**, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Montalban, Rizal, and herein represented by its Proprietor/President/General Manager, MARIA LOIDA C. NOCON, of legal age, Filipino citizen, single/married, resident of Montalban, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

Construction of 4-Storey, 16 Rooms at University of Rizal System-Tanay Campus, Brgy. Sampaloc, Tanay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, 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 Sixty-Five Million Five Thousand Four Hundred Seventeen Pesos & 98/100 (P 65,005,417.98), 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 Three hundred Eighty (380) 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. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 Sixty-Five Million Five Thousand Four Hundred Seventeen Pesos & 98/100 (P 65,005,417.98), 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; 18

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nineteen Million Five Hundred One Thousand Six Hundred Twenty-Five Pesos & 39/100 (P 19,501,625.39) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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



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

18

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 JUL 18 2023 day of \_\_\_\_\_ at Antipolo City.

SAN RAFAEL BUILDERS  
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:   
MARIA LOIDA C. NOGON  
Proprietor/Manager/President

By:   
NINA RICCI A. YNARES  
Governor

WITNESSES

  
LOLITA B. DE GUZMAN

  
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>MARIA LOIDA C. NOGON</u>	TIN NO. 910-996-316		

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 4-Storey, 16 Rooms at University of Rizal System-Tanay Campus, Brgy. Samploc, Tanay, Rizal

WITNESS MY HAND AND SEAL this JUL 18 2023 day of \_\_\_\_\_, at Rizal Provincial Capitol, Antipolo City.

Doc No. 124  
Page No. 26  
Book No. 3  
Series 20 73

  
ATTY. ANNA MARIE L. SANTOS  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 016632 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

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

Dear Mr. Suelila:

The attached *Contract Agreement* having been approved, notice is hereby given to **A. SUELILA CONSTRUCTION** that work may proceed on the *Improvement of 2-Units Ynares Multi-Purpose Buildings (NCIP Tanyag Service Center) at Brgy. Sampaloc, Tanay, Rizal* effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI YNARES**  
Governor

I acknowledge receipt of this Notice on:

7-20-2023

Authorized Signature:

Name of the Representative of the Bidder: **ALEX A. SUELILA**

NTP 06-09-2023# 19

# 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

**A. SUELILA 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 Proprietor/President/General Manager, ALEX SUELILA, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

Improvement of 2 Units Ynares Multi-Purpose Buildings (NCIP Tenay Service Center) at Brgy. Sampaloc, Tenay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Nine Hundred Seventy-Nine Thousand Five Hundred Pesos & 69/100 (P 979,500.69), 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 Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Seventy-Nine Thousand Five Hundred Pesos & 69/100 (P 979,500.69), 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 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; 19

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-Three Thousand Eight Hundred Fifty Pesos & 21/100 (P 293,850.21) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

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

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 JUL 18 2023 day of \_\_\_\_\_ at Antipolo City.

A. SUELITA CONSTRUCTION

Entity/Firm/Corporation

By:

ALEX SUELITA

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
ALEX SUELITA	TIN NO. 922-882-249		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary 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 2 Units Ynares Multi-Purpose Buildings (NCLP Tanay Service Center) at Brgy. Sampaloc, Tanay, Rizal

WITNESS MY HAND AND SEAL this JUL 18 2023 day of August Rizal Provincial Capitol, Antipolo City.

Doc No. 121  
Page No. 26  
Book No. 2  
Series 20 27

ATTY. ANNA MARIE L. SANTOS  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 60250  
IBP Lifetime Member No. 016632 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**MR. DANILO C. MAGNO**  
**TRANCOM ENGINEERING CONST.**  
Taytay, Rizal

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to **TRANCOM ENGINEERING CONST.** that work may proceed on the *Repair/Repainting of 2-Storey Ynares Multi-Purpose Bldg. (Health Center) at Blk. 9 Kamatsill St., Samagta Neighborhood Assn., Sitio Sapang Putol, Brgy. San Juan, Taytay, Rizal*, effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI C. YNARES**  
Governor

I acknowledge receipt of this Notice on:

7-20-2023

Authorized Signature:

Name of the Representative of the Bidder:

  
**DANILO C. MAGNO**

NTP 06-09-2023# 20

# CONTRACT AGREEMENT <sup>10</sup>

## 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

TRANCOM ENGINEERING CONSTRUCTION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Taytay, Rizal and herein represented by its Proprietor/President/General Manager, DANILO O. MAGNO, of legal age, Filipino citizen, single/married, resident of Taytay, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

Repair/Repainting of 2-storey Ynares Multi-Purpose Building (Health Center) at Blk. 9 Kamatsili St., Samagta Neighborhood Assn., Sitio Sepang Putol, Brgy. San Juan, Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Thirteen Thousand Four Hundred Pesos & 84/100 (P 1,013,400.84), 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-Eight (78) 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. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Thirteen Thousand Four Hundred Pesos & 84/100 (P 1,013,400.84), 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; 20

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Four Thousand twenty Pesos & 25/100 (P 304,020.25 )

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

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 20

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 11<sup>th</sup> 18 2023 day of \_\_\_\_\_ at Antipolo City.

TRANCOM ENGINEERING CONSTRUCTION  
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

DANILO O. MAGNO

Proprietor/Manager/President

By:

NINA RICCI A. YNARES

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
DANILO O. MAGNO	TIN NO. 130-861-254		

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 2-storey Ynares Multi-Purpose Building (Health Center) at Blk. 9 Kamatsili St., Saugta Neighborhood Assn., Sitio Sapang Putol, Brgy. San Juan, Taytay, Rizal

WITNESS MY HAND AND SEAL this 11<sup>th</sup> 18 2023 day of \_\_\_\_\_ at Rizal Provincial Capitol, Antipolo City, Angono, Rizal

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ATTY. ANNA MARIE L. SANTOS  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 018632 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**MR. EDGARDO M. UBIADAS**  
**KIT UBIADAS CONSTRUCTION CORP.**  
Buangunan, 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 School Buildings at Corazon C. Aquino Elem. School, Brgy. Dolores, Tugtuy, Rizal*, effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI L. YNARES**  
Governor

I acknowledge receipt of this Notice on: 7-20-2023

Authorized Signature:

Name of the Representative of the Bidder:   
**EDGARDO M. UBIADAS**

NTP 06-09-2023# 21

## 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

**KIT UBIADAS CONSTRUCTION CORPORATION**, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, EDGARDO M. UBIADAS, 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 should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

Repair/Repainting of Ynares School Buildings at Corazon C. Aquino Elementary School, Brgy. Dolores, Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Fifty-One Thousand Four Hundred Ninety-Nine Pesos & 67/100 (P 2,051,499.67), 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 One Hundred Thirty-Five (135) 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. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Fifty-One Thousand Four Hundred Ninety-Nine Pesos & 67/100

(P 2,051,499.67), 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; 21

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Hundred Fifteen Thousand Four Hundred Forty-Nine Pesos & 90/100 (P 615,449.90) 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 damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."*

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 18 day of 2023 at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

EDGARDO M. UBIADAS

Proprietor/Manager/President

By:

NINA RICCI A. YNARES

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

**NOTARIAL ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
ANTIPOLO CITY (Angono, 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. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>EDGARDO M. UBIADAS</u>	<u>TIN NO. 008-410-689</u>		

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 School Buildings at Corazon C. Aquino Elementary School, Brgy. Dolores, Taytay, Rizal

WITNESS MY HAND AND SEAL this 18 day of 2023 at Rizal Provincial Capitol, Antipolo City.

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Book No. 2  
Series 20 23

ATTY. ANNA MARIE L. SANTOS  
NOTARY PUBLIC

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

Valid until December 31, 2023  
Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250

IBP Lifetime Member No. 016632 / Rizal  
MCLE Compliance No. VII-0023742



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

18 July, 2023

**MR. EDGARDO M. UBIADAS**  
**KIT UBIADAS CONSTRUCTION CORP.**,  
Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the *Repair / Repainting of Ynares Multi-Purpose Covered Court at Corason C. Aquino Elem. School, Brgy. Dulares, Taytay, Rizal* effective July 24, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

  
**NINA RICCI L. YNARES**  
Governor

I acknowledge receipt of this Notice on:

7-20-2023

Authorized Signature:

Name of the Representative of the Bidder:

  
EDGARDO M. UBIADAS

## 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. NINA RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

KIT UBLADAS CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, EDGARDO M. UBIADAS, 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 should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court at Corazon C. Aquino Elementary School, Brgy. Dolores, Taytay, Rizal.

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 9, 2023, 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 Eight Hundred Eighty-Nine Thousand One Hundred Ninety-Seven Pesos & 59/100 (P 889,197.59), 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 Forty-Five ( 45 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 10, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 Eight Hundred Eighty-Nine Thousand One Hundred Ninety-Seven Pesos & 59/100 (P 889,197.59), 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; 22

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Sixty-Six Thousand Seven hundred Fifty-Nine Pesos & 28/100

(P 266,759.28 ) 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 damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."*

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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



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

22

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 JUL 18 2023 day of \_\_\_\_\_ at Antipolo City.

**KIT UBIADAS CONSTRUCTION CORPORATION**  
Entity/Firm/Corporation

**RIZAL PROVINCIAL GOVERNMENT**

By:   
EDGARDO M. UBIADAS  
Proprietor/Manager/President

By:   
NINA RICCIA. YNARES  
Governor

**WITNESSES**

  
LOLITA B. DE GUZMAN

  
MA. VICTORIA B. TEJADA

**NOTARIAL ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
ANTIPOLO CITY, Angono, 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. NINA RICCIA. YNARES	Passport No. P7689056B	September 24, 2031	Manila
<u>EDGARDO M. UBIADAS</u>	<u>TIN NO. 008-410-689</u>		

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

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

Repair/Repainting of Ynares Multi-Purpose Covered Court at Corezon C. Aquino Elementary School, Brgy. Dolores, Teytay, Rizal

WITNESS MY HAND AND SEAL this JUL 18 2023 day of \_\_\_\_\_, at Rizal Provincial Capitol, Antipolo City.

Doc No. 114  
Page No. 24  
Book No. 2  
Series 20 23

  
**ATTY. ANNA MARIE L. SANTOS**  
NOTARY PUBLIC  
for Angono, Binangonan & Cardona  
all in the PROVINCE OF RIZAL  
Valid until December 31, 2023  
Adm. Matter 22-002  
PTR No. 18929923/ January 3, 2023 / Rizal  
Roll of Attorneys No. 69250  
IBP Lifetime Member No. 016632 / Rizal  
MCLE Compliance No. VII-0023742