

#### NOTICE TO PROCEED

18 September, 2019

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

Dear Mr. Arada:

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

Concrete Reblocking of Jurdan Street, Victoriaville Subd, Brgy. Sta. Cruz, Antipola City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

9-20-19

Authorized Signature:

Name of the Representative of the Bidder:

FERNANDO-L: ARADA

## CONSTRUCTION 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. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

FIAG 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 <u>Rinangenan Rizal</u>, and herein represented by its Proprietor/President/ General Manager, <u>FERNANDO ARADA</u>, of logal age, Filipino citizen, single/married, resident of <u>Binangonan</u>, 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 Panlatawigan Ordinance No. SPO No. 12. 8. 2019 namely

Concrete Reblocking of Jerdan St., Vieteriaville Subdivision Barangey Sta Cruz, Antipolo, City

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 field last <a href="https://www.englance.com/Anguet26-2019">Anguet26-2019</a>, 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 Thousand Three Handbad Nine Fesce & 19/100

[P 1.005.309.46Philippine 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 and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. Spo. No. 12 .. 2019
  - Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract,
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

Conce Elilion Pive Thousand Three Hundred Ning Page 99, 19 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

  Pive Hundred Ninety Two & 76/100 (P 301.592.76) Philippine Currency, in the form of Performance Bend as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents,
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities to case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role 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 debvered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments'made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrarius under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever. That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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

Without prejudice to administrative that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeither in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

Name/Entity Valid ID Presented Date Place

HON REBECCA A. YNARES Passport No. P8239281A Aug. 3, 2028 Manifo

FRHNARDO ARADA 09-085-075

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 of Jordan Street, Victoriaville Subdivision Barangay Sta Cruz Antipolo City

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WITNESS MY HAND AND SEAL this	day of at Rizal Provincial Capito
Antipolo City.	TAKE ANARYA ANAMOS
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#### NOTICE TO PROCEED

18 September, 2019.

MS. ELIZA N. VILLARICO TNV CONSTRUCTION AND SUPPLY Malolos Bulacan

Dear Ms. Villarico:

The attached Contract Agreement having been approved, notice is hereby given to TNV CONSTRUCTION AND SUPPLY—that work may proceed on the: Cons'n.of 13x24m Ynares Multi-Purpose Covered Court at Victoriaville Subd.Brgy. Sta. Cruz, Antipolo City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

9 20 14

Authorized Signature:

Name of the Representative of the Bidder:

ELIZA NAVILLARICO

# CONSTRUCTION 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. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and

, a sole proprietorship/private comporation, duly THEY COMST. & SUPPLY organized and existing under the laws of the Republic of the Philippines, with principal place of business and herein represented by its and office address at <u>Maloles Bulscan</u> , of legal age, Filipino Proprietor/President/ General Manager, ELIZA VIIIARICO citizen, single/married, resident of Maloles Bulacan, hereinafter referred to as the CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in 8PO no. 42 8. 2019- namely: pursuant of the Sangguniang Panlalawigan Ordinance No.

Construction of 13x24m Theres Multi Purpose Covered Court at Victoriavile Subdivicion Barangay Sta Cruz, Antipolo City

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 lest <u>httg.</u> 20, 2019, 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 Sine Hundred N ne & 30/100 | (P2.967.919.30), 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 (100) calendar days, in accordance with the provisions of the Bid One Hundred Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely;
  - a SP Ordinance No. <u>spo</u> no. 12 **a.** 2019 b. Certificate of Availability of Funds

  - c. Scope/Program of Work and Detailed Estimate
  - Drawing, Plans and Specifications.
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning. bidder/s two (2) bidding covelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j Notice of Award of Contract and the Contractor's Conformity thereto.
  - k. Credit. Line Certificate/NFCC/Certificate of Cash Depusit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Nine Bundred Sixty Seven Thousand Nine <u>Bundred Nineteen</u> (P 2,967,949.30 Philippine Peecs and 30/100 Currency, in consideration of the construction and only upon completion of the intrastructure 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;
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS **Eight** Hundred Minety Thomsand Three Hundred Seventy Five Fescale (P 800 and philippine Currency, in the form of performance Band as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

Without prejudice to administrative 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil case or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/arc tocated. ESSINTIEREOF, the parties have becounte signed this Agreement this at Aptipolo City. RIZAL PROVINCIAL GOVERNMENT WY CORST. CORPORATION Entity/Firm/Corporation By: REBECCA A. YNARES Governora-Proprietor/Manager/President WITNESSES <u>MA, VICTOR</u> B. TEJADA LOLITA B. NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY

) S.S.

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

Place Valid ID Presented Date Name/Entity HON, REBECCA A. YNARES Passport No. P8239281A Aug. 5, 2028 Manila RLIZA VILLARIOO 512-099-087

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of 13x24m Taures Multi Purpose Covered Court at

Vieteriaville Subdivisien Barenagy Sta Crus Antipolo City WITNESS MY HAND AND SEAL USS 8 SEP 2018 Rizal Provincial Capitol,

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Antipola City.

Page No. Book No. Series 20

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#### NOTICE TO PROCEED

18 September, 2019

MIL PROCOPIO S. TORRES JR. PST CONSTRUCTION
Antipolo City

Dear Mr. Torres:

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

Construction of 17x30m Ynures Multi-Purpose Covered Court (Rafter Type) at Carolina Village, Brgy. Sta. Cruz, Antipolo City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

TORRES JR.

## CONSTRUCTION AGREEMENT 3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARPS, herein referred to as the PROVINCE; and
PST 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 atAntipoloCity, and herein represented by its Proprietor/President/ General Manager, PROCETOS. TOKRES, JR, of legal age, Filipine citizen, single/married, resident of

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 42 s 2049 namely:

Construction of 17x30m Yeares Bulti Eurpse Covered Court (Rafter Type) at arolina Village, Berangay Sta oruz Antipolo

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>Aug. 20, 2049</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Three Fillion Nine Fundred Sixty (ne Thousand Two Hundred Eleven peacs > 08/400 (P3.964.211.03. Philippine Currency.</u> Two Hundred Eleven pesos 3 08/100

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

- 1. The whole works subject matter of this Agreement shall be completed within One Rundred Twenty Fight 42h calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 42, 5, 2019
     b. Certificate of Availability of Funds

  - Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications.
  - Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - Addenda and Supplemental Bulletins.
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
  - In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS. Three Million Nine Hundred Sixty One Thousand Two Hundred Eleven pesos 🖫 **0**8/100 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOSOne Million One Hundred Eighty Bight Thousand Three Hundred Sixty Three \$32/100(Pl., 188. 363. 32 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Ridding 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 restintion shall be applicable in the implementation of this Agreement;

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

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

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

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

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Without prejudice to administrative 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.

Without prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/endertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of figurdated 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 case or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

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

Name/Entity Valid ID Presented Date Place

HON, REBECCA A. YNARES Passpon No. P8239281A Aug. 5, 2028 Manila

PROCOPIO S. TORRES: JR. 231-446-892

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

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

Construction of 17x30m Ynares Multi Purpose Covered Court (Rafter Type) at Carolina Village Brgy. Sta Crus, Antipolo City

IBP NOUL NO. 55320 LIFETIME ROLL NO. 09047



#### NOTICE TO PROCEED

18 September, 2019

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

Dear Ms. Payte:

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

Concrete Reblocking and Asphalt Overlaying of Rome Street & 
Babylan Street, Victoriaville Subd, Brgy, Sta. Crut, Antipolo City 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

9-20-2019

Authorized Signature:

Name of the Representative of the Bidder:

JESSÄ F. PAYTE

## CONSTRUCTION AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, daily organized and existing under Republic Act No. 7168, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of	f the Philippines, with principal place of business.
and office address at San Juan City	, and herein represented by its
Proprietor/President/ General Manager, JESSA F. 1	
citizen, single/married, resident ofSan Ji	can City, hereinafter referred to as the
CONTRACTOR WITNESSETH, That,	•
	· · · · · · · · · · · · · · · · · · ·

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pantalawigan Ordinance No. 12. 2. 2019 Consider Reblooking and asphalt overlaying of Rome Street & Babylon Street, Vietoriaville Subdivision, Baranagy Sta Cruz, Antipolo City

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 Aug. 20, 2019 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 Two Hundred Rive Thousand Four-Hundred Thirty Eight peace & 82/100 (F3, 205,426, 9) Philippine Curency.

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

The whole works subject matter of this Agreement shall be completed within ( 50 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No.\_\_ a. SP Ordinance No. 12 a. 2019 b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d Drawing, Plans and Specifications
- c. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS. Three Million Two Hundred Pive Thousand Four Hundred Thirty Flaht pesos & 82/100 (Ps. 205 438 82). 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;

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Hine Hundrend Sixty One Thousand Six Hundred Thirty One peros 7 65/100 (1061 624 65) Philippine Currency, in the form of Performance Bond as a measure of guarantée for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
  - Contractor undertakes to post a warranty security to guarantee performance of his
    responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
    period;
  - 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
  - 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement,

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

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

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

Without prejudice to administrative 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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lurisdiction over civil case or the appropriate court of the city/muzic works is/are located.	suit out of the imple ipality of the Province	mentation of se of Rizal wh	this Agreeme tere the infras	et, shall belong to tructure project or
IN WITNESS WHEREOF, the	parties have hercum ipolo City.	to signed this	Agreement th	is day of
STEEL SEND CONSTRUCTIONS - Entity/Firm/Corporation	INC.	RIZAL PROV	ЛNCIAL GO	VERNMENT
By: Und		By:	b	
TESSA P. PAYTE Progrictor/Manager/President		REBI	Governor	
/K/	WITNESSES		r-	
LOLITA B. DE GUZMAN		<u>MA. 3</u>	VICTORIA B	TEJADA
NOT	ARIAL ACKNOWL	EDGMENT		
REPUBLIC OF THE PUBLIPPINES) ANTIPOLO CITY	) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo	City, personal	lly appeared ti	he following
Name/Emits	Valid ID Presented	t.	Date	Place

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

Passport No. P8239281A

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

Reblocking and Asphalt Overlaying of Rome Street and Babylon Street

Vietoriaville Subdivision, Brgy. Sta Cruz, Antipolo City	
WITNESS MY HAND AND SEAL this 8 SFP 261901 at Rizal Provincia	Capitol,
And polo City.	

Doe No. Page No. Book No. Senes 20 17

HON REBECCA A, YNARES

JESSA R. PAYTE

ATTY, MAIL TO SECULT A AGAINGLE NOT AVAILABLE OF SECULT AND POLO ENTIL DECEMBER SECULTATION OF SECULTARIAN BEING NO. 11120208A

HEP ROLL NO 55329 LIFETIME ROLL NO 40047

Aug. 5, 2028

Manila



#### NOTICE TO PROCEED

18 September, 2019

MR. WARREN SIMON W. KING MEGASTRUCTURE BUILDER AND TRADING CORP. Binangonan, Rizal

Dear Mr. King:

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

MEGASTRUCTURE BUILDER AND TRADING CORP. that work may proceed on the:

Construction of 2-Storey Ynares Multi-Purpose Building

at Antipole Hills Subd. Brgy. San Luis, Antipole City

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

9-20-40

Authorized Signature:

Name of the Representative of the Bidder:

WARREN SIMON W. KING

## CONSTRUCTION AGREEMENT <

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, begin referred to as the PROVINCE; and

MEGASTRICTURE BUILDERS & TRADING CORRECT proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of husiness and office address at <u>Binangonan Rival</u>, and herein represented by its Proprietor/President/ General Manager, <u>WARREN SINCH W. KING</u>, of legal age, Filipino citizen, single/marvied, resident of <u>Binangonan</u>, Rival, 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. 12, 1, 2019 namely:

Construction of 2 storey Ynares Multi Purpose Building at Antipolo Hills Subdivision, Barangay San Luis, Antipolo City

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 AUE. 20,2019 has accepted and hinds 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 page Million Sorty Three Thousand One Hundred Sixty Six peace & 98/100 (P3.043.166.98), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred Twenty120 calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 12, a. 2019
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i, Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS 

  Three Million Forty Three Thousand One Hundred Sixty Six pesos

  (P3.043.165.98). Philippine 
  Currency, in consideration of the construction and only upon completion of the inflastructure works 
  unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the 
  manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 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 restriction shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor 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 Eatity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

Without prejudice to administrative 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.

Without prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/andortaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted beaufit derived from the not or acts in question or both at the discretion of the Courts.

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

works is are located.				
IN WITNESS WHEREOF, E at A	he parties have hereu Antipolo City.	nto signed (i	his Agreement I	this day of
Entity/Firm/Corporation	ing R	IZAL PROV	TNCIAL GOV	ERNMENT
By: Comer	В	y:	\$	
Proprietor/Manager/President			CCA A. YNA!	ŒS
Tex!	WITNESSE	s		
LOLITA'S DEGUZMAN			MA. VICTO	ZA <u>B, TEJADA</u>
( NO.	TARIAL ACKNOW	EDGMEN'	Γ -	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY	) S.S			
BEFORE ME, a Notary Public	for and in Antipolo	City, person	ally appeared d	te following
Name/Entity	Valid IO Presented		Date	Place
HOM, REBECCA A. YNARES*	Passport No. P82392	81A	Aug. 5, 2028	Martila
erren Sizon U. King	TIN 007-419-39	1_	_	
All known to see and to me known to acknowledgment that the same is their i	be the same person	/s who exec	oted the foregoing	ing instrument and

ry 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 beroof, refers to the Agreement for. Construction of 2 storey Toeres Multipurpose Building at Antipolo Hills Jubd., Ergy. San Luis antipolo City

WITNESS MY HAND AND SEAL this	day of 8 SEP 2019 at Rizal Provincial Capitol, Antipolo
City	ATTY MARIN SALES AND ADAM.
Doc No. 4/6	ROTARYTOBLE
Page No ZZZ	TAYLAS, TANDA JOSTA ANDOLO
Book No. Series 2027	ONTH, 0805480R 31, 2019
Series 20/24	PIR NO TO 2224A
	ISPINO, ENG. SHOU
	EIRETIME KOUL AN 1990AT



#### Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

18 September, 2019

MR. WARREN SIMON W. KING MEGASTRUCTURE BUILDER AND TRADING CORP. Binangonan, Rizal

Dear Mr. King:

The attached Contract Agreement having been approved, notice is hereby given to MEGASTRUCTURE BUILDER AND TRADING CORP. that work may proceed on the:

Repair/Interpretation of 3. Unite Mathi Page 25 Counted Counter of

Repair/Improvement of 3-Units Multi-Purpose Covered Court at Sitio Upper Sto.Nino, Brgy. Sta. Cruz, Antipolo City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

VARREN SIMON W. KING

## CONSTRUCTION AGREEMENT 6

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, bettern referred to as the PROVINCE; and

MEGASTRUCTURE BUTLDER & TRADING CORP, a sale proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binangonan Rival</u>, and herein represented by its Proprietor/President/ General Manager WARREN STMON W. KING, of legal age, Filipino Proprietor/President/ General Manager NARREN STMON W. KING of legal age, Filipino citizen, single/married, resident of Binangonan Rigal hereinafter referred to as the \_ of legal age, Filipino CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. <u>42, s. 2019</u> namely: Repair/Improvement of 3 units MultiPurpose Covered Court at Sitio Upper Sto Nino, Barangay Sta Crus, Antipolo City

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 Aug. 20, 2019, 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 Eighty Fight Thousand Seven Hundred Size Two peacs & 59/100 (P.1.088.762.6) Phillippine 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 (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a SP Ordinance No. <u>42</u>, <u>a</u>, <u>201</u>
     b. Certificate of Availability of Funds

  - c. Scope/Program of Work and Detailed Estimate.
  - Drawing, Plans and Specifications.
  - e. Construction Schedule
  - f, Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - Bid Security
  - Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the 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 Eighty Bight Thousand Seven Rundred Sixty Two & 59/400
  (Pl. OSB. 762 55 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Rundred Twenty Six Thousand Six Hundred Twenty Eight Pesos & 8(P/100 \_\_\_\_\_) Philippine Currency, in the form of Performance Bohd as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

Without prejudice to administrative 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.

Without projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the not or acts in question or both at the discretion of the Courts.

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

the appropriate court of the city/mun works is/are located.	icipality of the P	rovince of Riz	al where the infra	structure project or
IN WITNESS WHEREOF, the 13 SEP 2019 at A	he parties have he sotipolo City.	treunto signed	this Agreement t	hisday of
Negastructure Builder & Trad Entity/Pirm/Corporation	ing Corp.	RIZAL PRO	VINCIAL GOVI	ERNMENT
By: Smir		Ву:	5	
Proprietor/Manager/President		REE	BECCA A. YNAR Governous	ES.
Jez	WITNES	SSES	٠.	5/
LOLITA B. DE GUZMAN			MA. VICTOR	BA TELADA
NO	FARIAL ACKNO	<b>WLEDGME</b>	NT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY	) <b>2</b> .2.(			
BEFORE ME, a Notary Public	for and in Antip	olo City, perso	mally appeared th	ne following
Name/Entity	Valid ID, Prese	nted	Date	Place
HON, REBECCA A. YNARES	Passport No P82	39281A	Aug. 5, 2028	Manila
<u>.arren Simon W.</u> Ki <u>ng</u>	TIN 007-4	<u>19-39</u> 1		
All known to me and to me known to acknowledgment that the same is their f present.	to be the same per free voluntary net	rson/s who ext and dood as we	couted the foregoing the	ng instrument and at they respectively
This instrument consisting of three (3) plans been signed by the parties bereto in a Laprovement of 3 units Multiparties, attached to Cares, antipolo Cares, a	еасп авс суегу рад .ourcose : Семеч	teter Incorpet as	s to the Agreement	tfor
WITNESS MY HAND AND SEAL this _		8 SEP 201	31V <b>24A</b> AE 51AA	l Capitol, Antipolo
Page No		NOTAR NOTAR	CAMPA, SERVE	RO 16/14 ANTIPOLO
kook No.		UN	THE ORK SWIBER 3	

PTR NO. 33120208A IBP ROLL NO. 55320 LIFETIME ROLL NO 09047



#### NOTICE TO PROCEED

18 September, 2019

MR. LAURO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonun, 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: Impre/Cons'n. of Drainage Canal at C. Balada Avenue (partion), Brgy. Talaia, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

91.30.19

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

## CONSTRUCTION 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. 7168, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

KIT	UBTADAS	CONSTR	CTION CO	TRP	, a sole	propriet	orship/pri	vate corpora	ation,	duly
_	reprized and	existing un-	ler the laws o	of the Repub	lic of the Pl	hilippute	s, with pri	nerpal place.	Of pma	m095
a	nd office	address a	der the laws of Binana	gonan, R	isel	, and	herein	represente	d by	its
p	remictor/Pro	sident/ Gene	ral Manager,	LAURC M.	. UHIAD,	AS		, of legal a	ge, Fil	عمنرإن
C.	jtizen, singi	e/married,	resident of	<u>Binang</u>	onen Ri		heroinafte	r referred	to as	the
C	CONTRACT	OR WITNES	SSETH, That,							

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 Aug. 20, 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million one Hundred Sixty Thrue Thomsand Five Hundred Forty One person & 75/100 (P4, 163, 541, 79, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Elghty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated kerewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 12, s. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- c. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained to the winning hidder/s two (2) bidding envelopes
- h. Bid Security
- i, Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 Four Million One Hundred Sixty Three Thousand Five Hundred Forty one peace & 75/100 (P 4.163.541.75) Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million TwoRundred Forty Nine Thousand Sixty Two pesos & 53/100 (P1,249.062.5BPhilippine Currency, in the form of \_\_\_\_\_ as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents,

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, bours 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, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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

Without prejudice to administrative 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anylall of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and testilution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

the appropriate court of the city/mur works is/are located.  IN WITNESS WHEREOF,at A		1	3 SEP 7010
CIT UBIADAS CONST. CORPO	ORATION RE	ZAL PROVINCIAL GOV	ERNMENT
Entity/Firm/Corporation			1
By: leland	By	· 8	
LAURO M. UBIADAS		REBECCA A. YNA	RES
Proprietor/Manager/President	_	Governor	
128/	WITNESSES	ma victoria b.	TEJADA
LOLITA BLOE GIZMAN	OTARIAL ACKNOWLED		12712
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY	) \$.S.		
BEFORE ME, a Notary Pol	blic for and in Antipolo Ci	ty, personally appeared th	e following
Name/Entity	Valid ID Presented	Date	<u>Place</u>
HON, REBECCA A. YNARES	Passport No. P8239281	A Aug. 5, 2028	Manila
LAURO M. UBIADAS	<u>008-955-689</u>		
all known to me and to me known acknowledgment that the same is the present.	to be the same person/s in free voluntary act and de-	who executed the foregoing as well as the cutity that	ng instrument an n fluy respectivel

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

Improvement Construction of Drainage Canal at C. Bolado Avenue.

Book No

Series 20∄

TAY TAY MOTARY PUBLIC ANTIPOLO UNTIL BROWNSER 31, 2019 PTRING, 11 I2C 255A IBP ROLL NO. 55320 USE TIME ROLL NO. 3934F



#### NOTICE TO PROCEED

18 September, 2019

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

Dear Mr. Ubiadas:

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

Repair / Repainting of 2-storey-6-rooms Deped School Building & 2-storey-4-rooms Yeares
School Building at Dr. Vivencio B. Villamuyor National High School, Brgy. San Isidro, Angano, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

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REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

9.20 69

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

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### CONSTRUCTION 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. 7168, with scat of government at the Rizal Provincial Capitol, Circumferential Read corner P. Oliveros St., Brgy. San Reque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binengonen Rizel</u>, and herein represented by its Proprietor/President/ General Manager, <u>LAURC</u> . URIADAS of legal age, Filipino citizen, single/married, resident of <u>Binengonen</u>, Rizel, hereinafter referred to as the CONTRACTOR WITNESSEIH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 8, 2019 nancty; Repair/repainting of 2 storey 5 rooms Deped School Building and 2 storey 4 rooms Yngres School Building at Dr. Viveneio B. Villamayor National High School, Barangay 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 <u>Ang. 20. 2019</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven Hundred Forty Cne Thousand Nine Hundred Sixty Eight & 18/100 (P741.968.18), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Bixty ( 59 calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated heroin by way of reference, namely:

- a. SP Ordinance No. 12, 8. 2019
- b. Certificate of Availability of Funds
- c. Scooc/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications.
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Hundred Forty One Thousand Rine Hundred Sixty Eight Pesos

  & 18/100 (P741, 968-18). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Twenty Two Thousand Rive Hundred Ninety, pesos 845/100(P 222.590.45) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- 6 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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 comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

Without prejudice to administrative 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restinution 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 case or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement Las SEP 2049 of \_\_\_\_ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT KIT UBLADAS CONSTRUCTION CORP. Entity/Firm/Corporation Βç . By:

LAURO Y. \_UBIADAS Proprietor/Manager/President

Governor

REBECCA A, YNARES

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

<u>⁄B, DØGUZMAN</u>

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

Place Name/Entity Valid ID Presented <u>Date</u> HON REBECCA A. YNARES Passport No. P8239281A Aug. 5, 2028 Manila LAURO M. UBTADAS 008-410-689

all known to me and to me known to be the same person's who excented 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 bereto in each and every page hereof, refers to the Agreement for:

Repair/repainting of 2 storey 6 rooms Deped School Building & 2 storey 4 rooms Ynares School Building at Dr Viveneic B. Villamayor National High School, Brgy San Isidro Angono, Risal

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_\_day of 1 8 SEP 2013 Rizal Provincial Capitol.

Amigolo City.

Doc No. Page No. Book No Series 20 🗗

**ልንፕ**ፕ, **ዘ**ፋዘገላዊ 100 18-14 NOTALY FOR TAYTAY NEBIARY PUBLIC ANTIPOLO UNTIL DECEMBER 31, 2019 PTR NO. 11120208A

**IBP ROLL NO. 55320** LIGHTIME ROLL NO 19142



#### NOTICE TO PROCEED

18 September, 2019

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 Dugay St., Brgy. Mahabang Parang, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor.

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

08/20/2019 # 9

### CONSTRUCTION AGREEMEN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveres St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

<u>JRD-D<sup>2</sup> ENTERPRISES</u> a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business organized and existing and an analysis of the state of th \_ and herein represented by its , of legal age, Filipino , heremafter referred to as the CONTRACTOR WITNESSBITH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 8, 2019

Asphalt Overlaying of Dugay St., Brgy. Mahabang Parang, Binangonan 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 \_\_\_aug\_\_\_20\_\_2049\_\_\_, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Fifty Thousand One Hundred Seventy Seven peace & 30/400 (P. 4.050, 177. 30 Philippine Currency. Seventy Seven peace & 30/100

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

- 1. The whole works subject matter of this Agreement shall be completed within (40) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a SP Ordinance No. 12, 5, 2019
     b. Certificate of Availability of Funds

  - Scope/Program of Work and Detailed Estimate.
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all (he documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the 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 Bour Million Fifty Thousand One Hundred Seventy Seven peace 230/100 \_), Philippine  $\{P\}$ Currency, in consideration of the construction and only upon completion of the infrastructure works upless 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 Rid and as agreed upon by the Contractor;

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Two Hundred Fifteen Thousand Fifty Three Penos & 19/100 (P1,215,053,18Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
  - Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
  - 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
  - 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resented or terminate the contract, without prejudice to other courses of action and rentedies 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;
- It, 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, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13 In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to,
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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

Without prejudice to administrative 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the not or acts in question or both at the discretion of the Courts.

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

TN WITHER MIEREOF, O	he parties have hereunto signor Antipolo City.	d this Agreement	thisday of
JRD_D <sup>2</sup> _EVIERPRISES	DUTAL NO.	Olmiciae gov	
Enni/Cipm/Corporation	KIZAL PRI	OVENCIĄL GOV	ERNMENT
By: PURFIELD MICH	By	6	
Proprietor/Manager/President	RE:	BECCA A. YNAI Governots	RES
*	WITNESSES	٠.	3/
TOTILIAR DE OCKWAN		MA. VICTO	MA B. TEJADA
NOT	FARIAL ACKNOWLEDGME	NΤ	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY	) S.S.		
BEFORE ME, a Notary Public	for and in Antipolo City, pers	onally appeared (a	he following
Name/Rotity	Valid ID, Presented	Date	Piece
HON, REBECCA A. YNARES*	Passport No. P8239281A	Aug. 5, 2028	Manito
PERFIRIO MINA	TIN NO. 154-422-889	,	,
All known to me and to no known to acknowledgment that the same is their figrescat.	be the same person/s who ex ite voluntary act and deed as w	ecuted the foregoi all as the entity the	ing instrument and at they respectively
This instrument, consisting of three (3) p has been signed by the parties hereto in e	pages including this page wherei each and every page hercof, refor	n this acknowledge is to the Agreemen	ment is written and t for:
Asphalt Overlaying of Dugay			
WITNESS MAN HAND ADD OF THE	1 8 SEP 2019	<u> </u>	
WITNESS MY HAND AND SEAL this City	day of	, at Rizal Providing TY, MARIA (2004)	Publich Approto
Doc No		Survey of the I	L. Company workings
Page No. ///////////////////////////////////	NOTARI FUBL	TATTAY, CAIRTA	. SPALTANTIPOLO
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/		RIP ROLL	#f120208A NO 55326

UPETIME ROLL NO 09047



# NOTICE TO PROCEED

18 September, 2019

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 Arular St. & Paralejas St. (portion), Begy. Pilapila, Hinanganan, Rizal offective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder;

PORFIR<del>IO P, M</del>IINA

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Read corner P. Oliveros St., Brgy San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A, YNARES, herein referred to as the PROVINCE; and
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Tanay Rizal and herein represented by its Proprietor/President/General Manager, FUTTITIO Mine of legal age, Filipino eitizen, 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. 12, 2, 2019 namely:  Asphalt overlaying of Aralar St., Paralejas St. (portion), Brgy.  Pilapila, Binangonan, Rizel
91x	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 huge 20, 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Seven Hundred Ninety Eight Thousand Hundred Ninety Five peace & 31/100 (14,798,695.51), Philippine Currency.  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within Forty (40) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated become by way of reference, namely:  a. SP Ordinance No. 12, 2, 2019 b. Certificate of Availability of Funds
	<ul> <li>c. Stope/Program of Work and Detailed Estimate</li> <li>d. Drawing, Plans and Specifications</li> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> </ul>

16

 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 Four Million Seven Bundred Ninety Eight Thousand Six Hundred Ninety Five pedoa & 31/100 (P+,798,695.31), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Four Hundred Phirty Nine Thousand Six Hundred Eight & 59/100 (P4,439,608,59Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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

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

Without prejudice to administrative that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any.

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/underaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the not or acts in question or both at the discretion of the Courts.

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

IN WITHESS WHEREOF	, the parties have berounto signed t Antipolo City.	this Agreement	this day o
	. RJZAL PRO	OVINCIAL GOV	ERNMENT
By: FORMARIO FINA	By.	6	
Proprietor/Manager/President	. Ref	BECCA A. YNAJ Governor <sub>k</sub>	RES
H	WITNESSES	`	$\gamma$
LOLITA BY DE GUZMAN		MA. VICTO	RIAB TEJADA
/ N	OTARIAI. ACKNOWLEDGMEI	Tγ	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	\$) ) S.S.		
BEFORE ME, a Notary Pub.	lic for and in Antipolo City, perso	mally appeared t	he following
Name/Entity	Valid ID, Presented	Date	Place
HON, REBECCA A YNARES	Passport No. P8239281A	Aug. 5, 2028	Manila
PORFIRIO MINA	Till No. 154-422-889		
All known to me and to me known acknowledgment that the same is their present.	to be the same person/s who exe infree voluntary act and deed as we	ecuted the forego It as the entity th	ing instrument and at they respectively
This instrument, consisting of three (3 has been signed by the parties hereto it	) pages including this page whereir n each and every page hereof, refer	n this acknowledge s to the Agreemen	ment is written and of for.
Asphalt Overlaying of Arala Binangonan, Rizal	r St. & Paralejas St. (po	rtion), Ergy.	Pilapila,
WITNESS MY HAND AND SEAL the City		At Rizal Populacia	Remodel AND 18-14
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Book No.	ı	PIR NO. 1112 IBP ROLL NO	A80£0
		LIFETIME ROLL	MO 118971



# NOTICE TO PROCEED

18 September, 2019.

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

Dear Mr. Ubiadas:

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

Improvement Concreting of Roads at Sitio Mata, Brgs. Palangoy, Binangonan, Rizal 
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

# CONSTRUCTION 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. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A, YNARES, herein referred to as the PROVINCE; and

, a sole proprietorship/private corporation, duly KIT UBIADAS JONSTRUCTION CORP. organized and existing under the laws of the Republic of the Philippines, with-principal place of business , and herein represented by its and office address at Binangonan Rizal , of legal age, Filipino Proprietor/President/ General Manager, Proprietor/President/ General Manager, <u>LAURO F. UBLADAS</u> citizen, single/married, resident of <u>Binangonan</u>, 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. \_\_\_\_12 \_ s. 2019\_

Improvement/concreting of Roads at Sitio Mata, Barangay Pelangoy Binangonan 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 <u>Aug. 20.</u> 2019......, 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 Seven Hundred Fifty Two Thousand Two Hundred Forty Four 3 97/100 (P 1. 752, 244, 97) Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. <u>42</u>, <u>a. 20</u>
     b. Certificate of Availability of Funds

  - Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications.
  - c, Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - Addenda and Supplemental Bulletins.
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the 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 Million Seven Hundred Fifty Two Thousand Two Eupdred Forty Four & <u>9</u>7/100 (P. 1.752.244.9)7 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. 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 Ali Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE,
  - 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, sufrastructure 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 aud/or damages that may be sustained by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves 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 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

works is/are located.	
IN WITNESS WHEREOF, the parties	s have hereunto signed this Agreement this 3_SEP_jijay of ity.
KIT UBYADAS CONST. CORP. Entity/Finn/Corporation	RIZAL PROVINCIAL GOVERNMENT
By: lelad	Ву
LAURO N. UBIADAS Proprietor/Manager/President	REBECCA A. YNARES Governor
LOLITA/B. DE/GUZMAN	WITNESSES  MA. VICTORIA B. TELADA
10	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	<u>Date</u>	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	Aug. 5, 2028	Manila
LAURO M. UBIADAS	008-410-689_		

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

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

Improvement/concreting of roads at Sitio Mate, Brgy. Palangoy Binangonan, Rizal

pinsugonan kizet	·
	1 8 SEP 2019
WITNESS MY HAND AND SEAL this	tlay of, at Rizal Provincial Capitol,
Antipolo City.	SPA TO MAN
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Page No	100 76 APPT NO. 18-14
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	LISCOME GOLD MO DODAY



# NOTICE TO PROCEED

18 September, 2019

MR. DANILO C. MAGNO
TRANCOM ENGINEERING CONSTRUCTION
Taytay, Rizal

Dear Mr. Magno:

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

Construction of 2-Storey Ynares Multi-Purpose Hidg, at Brgy. Mahabang Parang, Binanganan, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Ъ

REBECCA A. YNARES

Governor.

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

, — μζ....

08/20/2019 # 12

# CONSTRUCTION AGREEMENT 12.

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

TRANCOM ENGIN -- HING 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 Paytay, Risal and herein represented by its Proprietor/President/ General Manager, DANILA, PROTOCO of legal ago, Filipino citizen, single/married, resident of Taytay, Kisal hereinafter referred to as the CONTRACTOR WITNESSEIH, That,

WHEREAS, the PROVINCE declares that contain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 0, 2015 namely Construction of 2 Storey Yeares Multi Turpose Building at Brgy.

Kahabang Farang, Dinangonan, Rixal

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 Aug. 20, 2019, 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 William from Dundred Thirty Two Thousand Six Hundred Forty (no 1920s & 31/100 (F.232.041.51) Philippine Currency.

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

One Bundred Twenty (1.6) calendar days, in accordance with the provisions of the Bid Six Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a, SP Ordinance No. 12. . 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d Drawing, Plans and Specifications
- e Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding cavelopes
- h Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity (bereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract,
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

  Two Million Two Hundred Thirty Two Phousand Six Supered forty One

  peron E 31/400 (12,232,541,51), 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,

18

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS\_SIX\_Run-I ned Sixty Nine Thousand Severy Sinnelped Sinely Two peace 5 39/400 (P 569, 702, 30) Philippine Currency, in the form of Performance Road as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents,

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

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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, it shall be the role 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 kereinafter referred to;
- (4. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 12 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF	, the parties have hercunto Antipolo City.	signed this	; Agreement this	day
PANCON ENGINEERING CO Entity/Firm/Corporation	<u>nstruction</u> R	i2AL PRO	VINCIAL GOV	ERNMENT
By: Sw	5	y:	<i>5</i>	
5/19TLC/C. M/nGEO Proprietor/Manager/Presiden	u	RE	Governors	
[8K]	WITNESSES		9./	
LOLITA'S DEGUZMAN		MA	VICTORIA B. 1	<u>TEJADA</u>
	NOTARIAL ACKNOWLE	DOMENT		
REPUBLIC OF THE PHILIPPINI	ES)			
ANTIPOLO CITY	) S.S.			
BEFORE ME, a Notary Po	ublic for and in Antipolo C	ity, person	ally appeared the	following
Name/Entity	Valid ID Presented		<u>Dat</u> e	Place
HON, REBECCA A. YNARES	Passport No P323928	IA	Aug. 5, 2028	Manila
DANTIO O, MAGMO	430-864-254	_		

all known to are 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 bereto in each and every page hereof, refers to the Agreement for:

Construction of 2 storey Theres Multi Purpose Building at Brgy. Mahabang Parang Binangenan Risal

HELISBARE SELAME DEFINERATION NYSAS	
### NOTINESS MY HAND AND SEAL this	P 2018 at Rizza Provincial Capitol
Antipolo City.  Doc No. 199	MENY, MARIE AND POUNTA ADAMOS MOTRES DE LA APPENDE 18414
Page No	TAVIAN CARRA AR ANIPOLO
Series 20	F (C) 60 10 00 0864 BF RO 10 00 03320
	ESPETIME ROLL SIGN COMP

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# NOTICE TO PROCEED

18 September, 2019

MR. FELIMON M. SANTOS
FLS CONSTRUCTION AND BUILDERS
Tayloy, Rizal

Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to FLS CONSTRUCTION AND BUILDERS that work may proceed on the: Repair / Repainting of DENR-PENRO Building and Replacement of Concrete Pavement (Parking) at Cabrera Road, Brgy. Dolores, Taylay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

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REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

9.20 10

Authorized Signature;

Name of the Representative of the Bidder:

FELIMON M. SANTOS

# CONSTRUCTION AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

	This AGREENERY made and entered into by and between.	
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and	
	FIS CONSTRUCTION AND 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 Taytay Rizal, and herein represented by its Proprietor/President/General ManagerFELINGN L. SANTOS, 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 Sangguriang Panlalawigan Ordinance No. 12, s. 2019 namely:  Repair/repainting of DENR-PENRO Building and Replacement of concrete pavement (parking) at Cabrera Road, Brgy. Dolores. Taytay.	Rizel
Hundred	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>Aug. 20, 2019</u> , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Four Hundred Eighty Thousand One Forty Four peace & 82/100 (Pl.480.144.82), Philippine Currency.	
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:	
	Elghty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:	
	a. SP Ordinance No. 12, 1, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Octailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning	
9/2	bidder/s two (2) bidding envelopes  h. Bid Security i. Addeods and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the	

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;

Rules and Regulations implementing R.A. No. 9184.

3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS One Million Four Hundred Eighty Thousand One Hundred Forty Four pesos & 82/100 (P1,480,144.82). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOSOUT EUROPED FORTY Pour Thousand Porty Three pesos & 45/100 (P444,043,45) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restination shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the complative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role 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 first and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elemence from the Boreau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any sud-all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be







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

Without projudice to administrative that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITHESS WHEREOF, the	partics have because sig ipolo City.	med this Agreement this	day of
FLS CONST. AND BUTTINESS Entity/Firm/Corporation	RIZ/	AL PROVINCIAL GOV	ERNMENT
Ву:	By	J	
Proprietor/Manager/President		REBECCA A. YNA Governor&	-
Ø.	WITNESSES	//	
LOLITA F. DE QUZMAN NOT	ARIAL ACKNOWLEDG		<u>FESADA</u>
,			
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	<u>Date</u>	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	Aug 5, 2028	Manilo
PELIMON L. SANTOS	<del>137-732-196</del>		
all known to me and to me known to	be the same person's where voluntary set and deed	on executed the foregoing as well as the entity that	g instrument and 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.

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	rilding and replacement of concre Brgy. Dolores, Taysty, Rizal
WITNESS MY HAND AND SEAT, IN 8 SEA	2 20 Sof au Rizal Provincial Capidol,
Antigolo City.	ATTY, MARIA SALE PETTAYA ADAMOD
Doc No	NOTARY PULL AND LAND 18-14
Denk No. 7 Scries 20 / 9	TAYTAY CANTA FIGURE AND POLO UNTEL DECEMBERS IN 2019
Schies 207 7	PTR NO. \$15202084
	IOPIRO, LINO ISSUE DIFETIME ROLL NO 19997



# NOTICE TO PROCEED

18 September, 2019

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

Dear Ms. Payte:.

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION INC.—that work may proceed on the:

Construction of Fence, Extension of Conc.Pavement, Repair & Installation of Electrical Lighting System of Ynarcs Multi-Purpose Covered Courts at Brgy. San Juan, Cainta, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

9:26:19

Authorized Signature:

Name of the Representative of the Bidder;

08/20/2019 # 14

# CONSTRUCTION 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. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, RESECCA A, YNARES, herein referred to as the PROVINCE; and
STEELBEND CCN3TRUCTION, INC., 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 San Juan Cata, and herein represented by its Proprietor/President/ General Manager, JESSA F. PAYTE of legal age, Fülipino citizen, single/married, resident of San Juan City, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
Construction of Vence, Extension of Concrete Pavement, Repair and Installation of Electrical Lighting System of Ynares Multi Purpose Covered Courts at Brgy. San Juan, 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 tast  Aug. 20, 2042, 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 Three Eundred Thirty Two Thousand Four Hundred Sixty Nine Peace & 92/406 4,352,485.92 Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
I. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:

- a. SP Ordinaucc No. 12, s. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Hidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i, Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Crodit Line Cortificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- lo 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 Three European Thirty Two Phousend Four Sundred Bioche Nine Peace & 92/100 (P.4. 332. 466. 02) Philippine Currency, in consideration of the construction and only upon completion of the intrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Kinety Nine Thousand Seven Bundred Porty Pesos 5 92/400 (\$299,740.98) Philippine Currency, in the form of Ferformance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 so EMPLOYER-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BfR 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 dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be







referred thereto: The process of arbitration under the foregoing law shall be assumed part of this supercement, 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 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted beateful derived from the not or acts in question or both at the discretion of the Courts.

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

IN WITENESS, WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_ at Antipolo City. .iteelbend Construction, Inc RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: ssa F. Pnyte REBECCA A. YNARES Proprietor/Manager/President Governor z WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity Valid ID Presented Date Place
HON, REBECCA A, YNARES\* Passport No. P8239231A Aug. 5, 2028 Manila

Jeasa F. Payte

All known to tree 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 Fonce, Extension of Conc. Pavement, Repair & Installation of Electrical Lighting System of Ynares Multipurpose Covered Courts at Brgy. San Juan, Cointa, Risel

WITNESS MY HAND AND SEAL this 18 SEP 3819

Dac No. 44 Prige No. 47 Book No. 4 Strees 20 19 AFTY MARIA SARAH RURADA ADAMOS NOTARY PLACE CINER, EIZALI ANTIPOLO TAYLAC, CAINTA, EIZALI ANTIPOLO GNIII DECEMBER 31, 2019

PTR NO. 11170208A IQP ROLENO 55320 LISETIME HOLENO 99047



# NOTICE TO PROCEED

18 September, 2019

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

Dear Mr. Ubiadas:

The artached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the:

Improvement/Repair/Rehabilitation of Electrical Lighting System & Installation of Electronic Scoreboard of Ynares Multi-Purpose Covered Courts at Brgs. San Isidro, Taytay, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

RERECCA A. VNARI

Governor

I acknowledge receipt of this Notice on:

9.20 19

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBLADAS

# CONSTRUCTION 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. 7168, with sent of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
KTT UBIADAS CONSTRUCTION CORP., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binangonan</u> , Rizal, and herein represented by its Proprietor/President/ General Manager, LAURO M. <u>UBIADAS</u> , of legal age, Filipino citizen, single/matried, resident of <u>Binangonan</u> , Rizal, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguriang Panlalawigan Ordinance No. 12, 8, 2019namely
Improvement/repair/rehabilitation of Electrical Lighting System & installation of Electronic Scoreboard of Ynares Multi Purpose covered Courts at Brgy. San Isidro Taytay, Rizal
manager and the contract opens and the first three for the contract and analysis of contract opens.

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>Aug. 20, 2019</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set touch in the bid documents, approved plans, program of works and specification in consideration of the amount of Nine Hundred Ninety Three Thousand One Hundred Fifty Three peace & 15/100 (P 993, 153.15), 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 Routey (40) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 12, 8, 2019
  - b. Certificate of Availability of Funds
  - e. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - c. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the 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 Ninety Three Thousand One Hundred Fifty Three pesos

  & 15/100 (P93,153.15), Philippine

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Ninety Seven Thousand Nine Fundred Forty Five pesos & 95/100 (P 297.345.95) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

Without prejudice to administrative that may be imposed in proper cases, a violation by the CONTRACTOR of anyiall of the provision of this Agreement, the bidding documents or any.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT <u>KIT UBIADAS CONST. CORP.</u> Entity/Firm/Corporation By: By: LAURO M. UBIADAS REBECCA A. YNARES Proprietor/Manager/President Governor WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

) S.S.

covered courts at Brgy. San Isidro: Taytay, Rizal

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

Valid ID Presented Name/Entity Date Place HON, REBECCA A. YNARES Passport No. P8239281A Aug. 5, 2028 Manila 008-955-689 LAURO M. UBIADAS

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Improvement/repairs rehabilitation of Electrical Lighting System & installation of Electronic Scoreboard of Ynares Multi purpose

day of 1 8 SEP 2019a Rizal Provincial Capitol, WITNESS MY HAND AND SEAL this \_ Antipolo City.

Doc No Page No. Book No Series 20 🏹 ATTY, WORLD SOME SERVA ADAMOS ROTA IN PRODUCT SAPPLE NO. 18414. TAYTA COTARYPUBLICANTIPOLO UNTIL DECEMBER 31, 2019. P1R NO. 11120208A IBP ROLL NO. 55320

RECTIME SOLL NO 09843



# NOTICE TO PROCEED

18 September, 2019

MS. MARIA PERLA C. TABLANTE PEARLCAST CONSTRUCTION AND TRADING Quezon City

Dear Ms. Tablante:

The attached Contract Agreement having been approved, notice is kereby given to PEARLCAST CONSTRUCTION AND TRADING that work may proceed on the: Construction of Drainage Canal (Portion) at Purok 5, Sitio May Anii, Begy. Evangelista, Baras, Rigal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor.

Lacknowledge receipt of this Notice on:

Authorized Signature: 
Name of the Representative of the Bidder: MARIA PERLA C. TABLANTE

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A, YNARES, herein referred to as the PROVINCE; and

PEARLOASE CONCERNICATION & 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 One zon Oity , and herein represented by its Proprietor/President/ General Manager, PROTA C DASTAGED , of legal age, Filipino enizen, single/married, resident of , 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. 12, a. 2019 "marrely" Construction of Drainage Canal (portion) at Purok 5, Sitio May Anii, Brgy. Evengelista, Baras, 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 \_Aug. \_20\_\_2040\_\_\_, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Two Hundred Pifty Con Thomsand Six Rundred Seventy One peace 2 08/400 \_\_\_\_\_(Pi\_251,674.03). Philippine Currelley.

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

- - a. SP Ordinance No. 12, 8. 2019
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins.
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby coverants to pay the CONTRACTOR the amount of PESOS One Million Two Bundred Fifty One Thousand Six Hundred Seventy Cne pesos & 08/100 (P1 251 F74 08). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Seventy Five Thousand Five Sundred One pesos & 32/100 (P575.501.32) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his
  responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
  period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 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, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Burcau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments'made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Low" Provided however. That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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

Without prejudice to administrative 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,

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the not or acts in question or both at the discretion of the Courts.

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

IN WETNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of \_\_\_\_\_\_ at Antipolo City. PEARLCAST CONSTRUCTION & TRADING RUZAL PROVINCIAL GOVERNMENT Entity/Final/Corporation Bv: REBECCA A, YNARES Proprietor/Manager/President Covenent QWITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) \$.5.

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

Name/Entity Valid TD. Presented Place HON, REBECCA A. YNARES Passport No. P8239281A Aug. 5, 2028 Manifa PERLA C. TABLANIE TIN No. 301-920-428

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 Drainage Canal (portion) at Purok 5, Sitio May Anii, Brgy. Evangelista, Baras, Rizal

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_day of City

Brovincial Capitol, Antipolo-

ATTY, MARIE TO AN PUREYA ADAMOS NOTARY PUBLISH AND 18-14

UNFIL DIKEMBER 31, 2019 PISHO, 11120208A

IDE NOSA NO 55320 LIPOTIME ROLL NO 09647

Dec No. Para No. Book No.

Serie≥ 20<u>\_7</u>/



#### NOTICE TO PROCEED

18 September, 2019

MR. JOSELITO A. PILLAS JEDBPIL ENTERPRISES Jala-jala, Rizal

Dear Mr. Pillas:

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

Imprv/Repair of 2-Storey Ynares Multi-Purpose Building (Brgy, Hail), Brgy, Punta. Julajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

A. 24.10

Authorized Signature:

Name of the Representative of the Bidder:

OSELIAO V BILLVA

# CONSTRUCTION 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. 7168, with seat of government at the Rizal Provincial Capitol. City, represented in this act by its GOVERNOR, HON. REBECCA A YNARES, herein referred to as the PROVINCE; and  JEDRPIL ENTERPRISES  a sole proprictorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Jalejela, Rizal, and herein represented by its Proprictor/Presideab/ General Manager, JC35LITC A. PILLAS of legal age, Pilipino titizen single/married, resident of Jelajala, Rizal hereinafter referred to as the CONTRACTOR WITNESSETH, That.  WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanagamiang Paulalawigan Ordinance No. 12, 8, 2019 namely.  Improvement/Repair of 2 storey Inares Multi Purpose Building (Prey Hall), Brgy. Funta, 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 Lower Calculated Responsive to undertake the above said infrastructure works, has been declared as the Lower Calculated Responsive the construction and competition of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of Biles Burdered Fifty Three Thoughand Six Bunders Twenty Cne pesos & 89/700 (0.952.621.69), Philippine Currency.  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties herethereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Sixty. (50) calendar days, in accordance with the provisions of the Rundred Fifty Three Thoughand Six Bunders Twenty Competition of Works and Specifications e. Construction Schedule  1. The whole works subject matt	1703 77071227121 7 11222 1122 1122 1122 1122	
and office address at Jalsjels, Rizel and herein represented by its Proprietor/President/General Manager, JGSELITC A. PILLAS of legal age, Filipino citizen, single/married, resident of Jalsjels, Rizel hereinafter referred to as the CONTRACTOR WITNESSETH, That,  WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. 12. 6. 2019 namely.  Improvement/Repair of 2 storey Inares Multi Furpose Building (Ergy, Hall), Brgy, Funta, Jalajala, Rizal  WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competenct to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Aug. 20, 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards at forth in the bid documents, approved plans, program of works and specification is consideration of the amount of Mire Burdined Fifty Three Thousand Six Bundre Twenty Cre pesos & 89/100 (P952,621.89), Philippine Currency.  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereth 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 Bla Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are untegrated herewith and incorporated herein by way of reference, namely:  a SP Ordinance No. 12. 8x 2019  b. Certificate of Availability of Funds  c. Scope/Program of Work and Detailed Estimate  d. Drawing, Plans and Specifications  e. Construction Schedule  f. Request for Expression of Interest  g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes  h. Bid Security  i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Co	existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act I	ol,
persuant of the Sangguniang Panlalawigan Ordinance No. 12 + 8 - 2019 namely.  Improvement/Repair of 2 storey Inares Multi Furpose Building  (Frgy. Hall), Brgy. Funta, 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 Aug. 20, 2019 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 decuments, approved plans, program of works and specification is consideration of the amount of Nine Hardred Fifty Three Thousand Six Bundre Twenty Cns peace & S9/100  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely;  a SP Ordinance No. 12 g. 2019  b. Certificate of Availability of Funds  c. Scope/Program of Work and Detailed Estimate  d. Drawing, Plans and Specifications  e. Construction Schedule  f. Request for Expression of Interest  g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes  h. Bid Security  i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cush Deposit issued in accordance to the	and office address at Jalajela, Rizel, and herein represented by a Proprietor/President/ General Manager, JCSELITC A. PILLAS, of legal age, Filipin citizen, single/married, resident of Jalajala, Rizel, hereinafter referred to as the single-married description of the sident of the s	ng Ng
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Aug. 20, 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of Nine Burdined Fifty Three Thousand Six Bundre Twenty Cne peace & 89/100 (P.953,621.89), 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 Sixty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:  a SP Ordinance No. 12.8. 2019  b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cush Deposit issued in accordance to the	pursuant of the Sangguniang Panlalawigan Ordinance No.12. 8. 2019namelynamelynamelynamelynamelynamely	in
I. 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 and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:  a SP Ordinance No. 12. 8. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the	to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsible Bid in a public bidding held last Aug. 20, 2019 has accepted and binds itself to undertain the construction and completion of the above said infrastructure works strictly in accordance with a following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of Nine Hardred Fifty Three Thousand Six Hunds Twenty One pesos & 89/100 (P953,621,89), Philippine Currency.	ive die in re
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:  a SP Ordinance No. 12.8. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cush Deposit issued in accordance to the		etc
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cush Deposit issued in accordance to the	Documents, Approved Plans, Program of Works and Specifications and supporting/related documents.	Biq
	<ul> <li>b. Certificate of Availability of Funds</li> <li>c. Scope/Program of Work and Detailed Estimate</li> <li>d. Drawing, Plans and Specifications</li> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> <li>i. Addenda and Supplemental Bulletins</li> <li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li> </ul>	i



 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 Hine Hundred Fifty Three Thousand Six Hundred Twenty One pesus. 8. 89/400 (Philippine Currency, in consideration of the construction and only upon completion of the inflastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PFSOS five Sundered Righty Six Thousand Pighty Six pesos : 57/400 (P286, 086, 57) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

Without prejudice to administrative 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anylatt of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil case or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/manicipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITNESS WHEREOF, the parties have bereanto signed this Agreement the \_\_\_\_at Antipolo City. RIZAL PROVINCIAL GOVERNMENT <u>JEORFIL ENTERPRISES</u> Entity/Firm/Corporation Вv Bv: PILLAS REBECCA A. YNARES Proprietor/Manager/President Governor WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following. Place Valid (D Presented) Date Name/Entity HON REBECCA A YNARES Passport No. P8239281 A Aug. 5, 2028 Mamila JOSFILITO A. PILLAS <u>Tia No. 904-910-601</u> present.

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

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

Improvement/Repair of 2 storey Ynares Multi Purpose Building (Brgy Hall) Brgy Punya Jalajala Rizal

1 8 SEP 2019 Rizzal Provincial Capitol, WITNESS MY HAND AND SEAL this ATTY ATT OF THE COURT OF ACABOUT

Antipolo City.

Dec No. Page No. Book No. Series 20/

Tayyay Carbar Sizar Pangrolo GINOTERY PRESENT 31, 2019 P460 NG. 11120208A IDP 8004 NO. 55328

CIPETIME ROLL NO 09047.



# NOTICE TO PROCEED

18 September, 2019

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

Dear Mr. Rivera.

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the: Improvement/Repainting/Repair of Ynarcs Multi-Purpase Covered Court & Ynarcs Stage at Taluga Elem. School, Brgy. Mayhangcol, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

08/20/2019 # 19

# CONSTRUCTION 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. 7168, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A, YNARES, berein referred to as the PROVINCE; and

YAKALER CONSTRUCTION AND SUPPLIES a sole proprietorship/private comporation, duly organized and existing under the laws of the Republic of the Philippines, with-principal place of business and office address at MOPONE RIZEL., and herein represented by its Proprietor/President/ General Manager, DUIN E. RIVERA, of legal age, Filipino citizen, single/married, resident of HOPONE RIZEL, hereinafter referred to as the CONTRACTOR WITNESSETH. That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, s. 2019 namely: Improvement/repainting/Repair of Ynares Multi Purpose Covered Court?& Ynares Stage at Talaga Elem. School, Brgy. Naybangcal Morons, 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 <u>Aug. 20. 2019</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Nine Hundred Eighty Two Thousand Three Hundred Twenty Two peacs & 10/100 (P982.322.10), Philippine Currency.

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

- I The whole works subject marter of this Agreement shall be completed within Firty Two (52) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 12, s. 2019
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Centract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

Nine Hundred Eighty Two Thousand Nine Hundred Twenty (Poster 100). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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- 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 Four Thousand Bix Hundred Ninety Six & 63/100 (P294.696.63) Philippine Currency, in the form of \_\_\_\_\_\_ as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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



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

Without prejudice to administrative 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.

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 portinget provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil case or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works islate Incated.

- Citie in air iceatra.	
IN WITNESS WHEREOF, the p	arties have hereunto signed this Agreement this day of old City.
YAKATER CONST. AND SUPPLIE Entity/Firm/Corporation	ES RIZAL PROVINCIAL GOVERNMENT
By: EDWIN B. RIVERA	By:  REBECCA A. YNARES
Proprietor/Manages/President	Governor 4
The state of the s	WITNESSES CO.
<u>lolita, b. dé-cuzman</u>	MA. VICTORIA B. TEJADA
NOTAL	RIAL ACKNOWLEDGMENT
REPUBLIC OF THE PHILIPPINES)	
ANTIPOLO CITY )	S.S.
DEEODE ME - Notes: Dublic Co	and in Antingle City, personally appeared the following

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

Name/Entity Valid ID Presented Place Date HON, REBECCA A. YNARGS Passport No. P8239281A Aug 5, 2028 Manila EDWIN B. RIVERA 428-018-900

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 between in each and every page hereof, refers to the Agreement for:

Improvement/Repainting/Repair of Ynares Multi Furpose Covered Court & Youres Stage at Talaga Elem., School, Brgy. Maybangcal Morong, Rizal

WITNESS MY HAND AND SEAL BIS SEP 2010 of Antipolo City. NOT SO THE аП7-<sup>4868</sup>ў

), at Rizal Provincial Capitol,

naya abad u .-1 №0. 18-14 TAYTAY CANDOLO

UNTIL DECEMBERARA PARTIC PTR NO. 11130208A @9 KOLUNO, 55320 CIFETING BOLL NO 09047

Page No. Block No

Series 20\_\_/.'

Dec No.



#### NOTICE TO PROCEED

18 September, 2019.

MR, DARCY KIMEL DJ. RESPICIO DARCY AND ANNA BUILDERS AND TRADING Cardona, Rizal

Dear Ms. Respicio:

The attached Contract Agreement having been approved, notice is hereby given to 
DARCY AND ANNA BUILDERS AND TRADING—that work may proceed on the:

Rehabilitation / Concrete Reblocking of Angel Pac St., Brgy. Bagumbayan, Pililla, Rizal 
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. PNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: DARCY KI

/X6.47

EJ. RESPICIO

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

DARCY RANNA BUILDERS & TRADING a sole proprietorship/private corporation, duly organized and existing under the taws of the Republic of the Philippines, with principal place of business and office address at Cardona Rizal , and herein represented by its Proprietor/President/ General Manager, DARCY RIZEL DJ. RESPICIO , of legal age, Filipino citizen, single/married, resident of Cardona 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. 12 + 3 + 2019 \_\_\_\_\_\_\_namely

Rehabilitation/Concrete Reblocking of Angel Paz St., 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 <u>Aug. 20, 2019</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the Augustus Sixty One Indoueund Above Rundwed Twenty Seven pesos 2.78/100 [P.964, 327, 78]. 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 and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 12, 8. 2019
  - b. Certificate of Availability of Funds
  - 6. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications.
  - e Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the wunning bidder/s two (2) bidding envelopes.
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 PFSOS Nine Fundred Starty One Photiannal Phree Hundred Twenty Seven pegos 8. 78/400 (P.964.327.78.). 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 Hundred Eighty Aight Thousand Three Hundred Ninety Eight \$ 35/100(P 255,398.33) Philippine Currency, in the form of Ferformance 2000 as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his
  responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
  period,
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- 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 RELATION\$16IP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 26 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the not or sets in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOV, at A	be parties have he Autipolo City.	cunto sig	ned this Agreeme	nt this	day
DARCY & ANNA BUILDERS & TRADING Entity/Figur/Corporation		RIZAL I	PROVINCIAL GO	OVERNMENT	
DARCY KANED DE RESPICIO		Ву;	В		
Proprietor/Msnager/President		I	Coverbor &	IARES	
SL 7	WITTNESS	SES			
LOLITA E DE GOZMAN			<u>ма. v</u> ic <u>ņ</u>	PRIA B. TEJAI	)A
/ NO1	TARIAL ACKNO	WLEDGY	MENŢ		
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY	) S.S				
BEFORE ME, a Notary Public	for and in Antipo	do City, p	ersonally appeare	d the following	
Name/Entity	Valid ID, Presco		Date	Place	
HON REBECCA A. YNARES*	Parrough No. Duna				

Passport No. PR239281A Aug. 5, 2028

DARCY KIMEL DJ. RESPICIO

TIN No. 288~539~648

Manila

of

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

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

Rehabilitation/Concrete Reblocking of Angel Paz St., Brgy. Begumbayan, Pilille,

11 & WEINESS MY HAND AND SEAL this _	SEP ZILLOF ATTY, MARKIN APPROVINCIAL Capitol, Antipoto
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Series 20	PNR NO. 111727259A
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#### NOTICE TO PROCEED

18 September, 2019

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

Dear Mr. Geronimo:

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

Repair/Repainting of Ynares Multi-Purpose Building, Ynares School Building

& Construction of Hand Washing Facility at Brgy. San Jose & Brgy. Geronimo, Rodriguez, Rizat 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

08/20/2019 # 21

# CONSTRUCTION AGREEMENT 2/

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque. Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 5, 2019 namely: Repair/hepainting of Ynames Multi Purpose Building & Construction of Hand Washing Pacility at Brgy. San Jose & Brgy. Geronimo, Rodriguez, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Aug. 20, 2019, 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 Handred Thenty Seven Thousand Three Hundred Thinty Seven 2 89/100 (P327, 237-89), 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 <u>Forty Six</u> (46) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated becewith and incorporated herein by way of reference, namely
  - a. SP Ordinance No. 12. s. 2039/ RPSB Res. No. 1, s. 2019
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i, Addenda and Supplemental Bulletius
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby coverages with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Twenty Seven Thousand Three Hundred Thirty Seven Desos & 89/100 (\* 020 22/20). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Seventy Fight Phousand Two Hundred One pesos & 37/100 (1278,201.37) Philippine Currency, in the form of Ferformance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Faitures" 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;

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

Without prejudice to administrative 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the not or acts in question or both at the discretion

The room motion on the	re in document of portraft the given	tion of the Court	S.
Jurisdiction over civil cast the appropriate court of the city/s works is/are located.	e or suit out of the implementation number pality of the Province of Ri	on of this Agreen izal where the infi	nent, shall belong to rastructure project or
IN WITNESS WHEREOF	7, the parties have hereauto signer at Antipolo City.	d this Agreement	this day of
CSGER CONSTRUCTION CORPO	RATION RIZAL PRO	OVENCÍVE GOA	GRNMENT
By: GALGE	By:	K	·
Proprietor/Manager/President	- RE	BECCA A. YNAI	RES
Ql 1	WITNESSES		
LOLD'A B DE GUZMAN		MA. VICTOR	B. TEJADA
/ N	OTARIAL ACKNOWLEDGME	NT	<del></del>
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY			
BEFORE ME, a Notary Pub	lic for and in Antipolo City, pers	onally anneased s	ha Palla
Name/Entity	Valid 1D. Presented	Date	Place
HON, REBECCA A. YNARES *	Passport No. P8239281A	Aug. 5, 2028	Manjia
Carlos <u>Ge</u> ronimo	TIN No.009-082-732	•	
All known to me and to me known acknowledgment that the same is their present.	to be the com-	couted the foregoi	ing instrument and at they respectively
This instrument, consisting of three (3 has been signed by the parties bereio if	) pages including this page wherein	n this acknowledge	ment is written and
Repair/Repainting of Ynares Construction of Hand Washin Rodriguez, Rizal	Mulad To	s come vitagemen	it for:
VITNESS MY HAND AND SEAL this	sday ofB SEP 201		I Capitol, Antipolo USAYA ADAMOS
No. No	NOTARY PUBL	<b>JARY (54</b> )33 - Ar	PPF NO. 18-14 (ALTANTIPOLO

UNTIL DECEMBER 31, 2019 PTR No. 11120208A IBP ROLLING, 55200 LOPETHNE ROLL MAY LOUGH



#### NOTICE TO PROCEED

18 September, 2019

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

Dear Mr. Bilog:

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

Construction of Ynares Stage at San Jose-Litex Scalor High School, Brgy. San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

9 20.19

Authorized Signature:

Name of the Representative of the Bidder;

GERALD KENN ST BILOG

## CONSTRUCTION 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. 7168, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <a href="https://doi.org/10.2012/j.com/President/General Manager">https://doi.org/10.2012/j.com/President/General Manager</a> , and kerein represented by its Proprietor/President/ General Manager, <a href="https://doi.org/10.2012/j.com/President/General Manager">https://doi.org/10.2012/j.com/President/General Manager</a> , <a href="https://doi.org/10.2012/j.com/President/General Manager">https://doi.org/10.2012/j.com/President/General Manager</a> , <a href="https://doi.org/10.2012/j.com/President/General Manager">Proprietor/President/General Manager</a> , <a href="https://doi.org/10.2012/j.com/President/General-Manager">Proprietor/President/General-Manager</a> , <a href="https://doi.org/10.2012/j.com/President/General-Manage&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No12,&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;Construction of Ynares Stage at San Jose-Litex Senior High School Bryy. San Jose, Rodriguez, Lizal&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;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 Aug. 20, 2019 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 Himitrat Seven Phonoand Bight Hundred Twenty Eight peace &amp; 44/100 (Poor 328 44), Philipplic Currency.  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;1. The whole works subject matter of this Agreement shall be completed within &lt;a href=" mailto:seventy"="">seventy</a> (70) calender days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
<ul> <li>a. SP Ordinance No. 42, 2019</li> <li>b. Conflicate of Availability of Funds</li> <li>c. Scope/Program of Work and Detailed Estimate</li> <li>d. Drawing, Plans and Specifications</li> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> </ul>

i. Addenda and Supplemental Bulletins

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

k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the 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 Seven Thousand Eight Hundred Twenty Eight pesca 2 44/100 (P 907 200 44), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Fundred Seventy Two Thousand. Three Hundred Forty Fight, peaos & 53/100 (P272, 348, 53) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, boars 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, it shall be the role 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 eatile the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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

Without prejudice to administrative that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages. and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 3 SEP 2019sf at Antipolo City. GKB BUILDERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation , By: GERALD KENN SJ. BILGG REBECCA A. YNARES Proprietor/Manager/President Governor. WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON, REBECCA A, YNARES Passport No. P8239281A Aug. 5, 2028 Manita GERALD KENN SJ. BILOG

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

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

Construction of Ynares Stage at San Jose-Litex Senior Sigh School, Brgy. San Jose, Rodriguez, Mizal

WITNESS MY HAND AND SEAL dis	day of SEP 2019 at Rizal Provincial Capitol
Antipolo City.	ATTY ETTER POLON DINA NEMED
Doc No	META ALL STATE OF SHIP
Page No. X/	TAYTA: CAINTA MICHELI ANTOCO
Book No. 4 Series 20/9	GNY(打力及近别用EIFS1, 2019

AFR NO. 11128288A IBP ROLL NO. 59320 LIFETIME ROLL NO 09047



#### NOTICE TO PROCEED

18 September, 2019

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

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION — that work may proceed on the: Cons'n, of 2-Storey Ynarcs Multi-Purpose Bidg.at Congressville Subd., Brgy, Manggahan, Rodriguez, Rizul effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

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REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

9.20.01

Authorized Signature:

Name of the Representative of the Bidder:

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## CONSTRUCTION AGREEMENT 2.3

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. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Ohveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA 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 Rodriguez Rizal—— and herein represented by its Proprietor/President/ General Manager, OFSIO: CERONIMO——, of legal age, Filipino citizen, single/married, resident of nodriguez, 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. 12, s. 2019 namely:

Costruction of 2 Storey Ynames Multi Europse Building at Congressville Subdivision, Ergy. Panggahan, Rodriguez, Rizal

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 Seven 43)7 calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 12, s. 2019
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i, Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
  - In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Phree Million One Hundred Twenty Seven Thousand One Hundred Fifty Three Pasos & 75/100 (Pz. 400 402 cm). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Hundred Thirty Eight Thousand One Hundred Forty Six peace & 13/400P938\_146\_75.) Philippine Currency, in the form of Perfor ance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 2.3 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative that may be imposed in proper cases, a violation by the CONTRACTOR of anylall of the provision of this Agreement, the bidding documents or any.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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the appropriate court of the city/mus works is/are located.			į
13 SEP 2019at A	the parties have hereunto antipolo City.	signed this Agreement th	is day
OSGER COMSTRUCTION CORE	CHATION RI	IZAL PROVINCIAL GO	VERNMENT
Entity/Firm/Corporation		₩.	
By: Glille	В	, O	
CARLOS GERONIMO Proprietor/Manager/President	_	REBECCA A. YN/ Governor) <sub>a</sub>	
LOLITA B. DE GUZMAN	WITNESSES	MA, VICTORIA	TEJADA
( Ne	OTARIAL ACKNOWLE	DGMENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY	S) } \$.\$.		
BEFORE ME, a Notary Pol	ske for and in Antipolo C	ity, personally appeared 0	ne following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. PB23928	Aug. 5, 2028	Manila

CARLOS GERONIMO

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:

Congressville Subd., Brgy. Mang	Multi Purpose Building at gaha, Rodriguez, Rizal
	1 9 2EL 5012
WITNESS MY HAND AND SEAL this Antipolo City.	day of at Rizal Provincial Capitol
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Page No. 27 Book No. 77 Series 20 77	TAYTAY, CARRY NOTARY HUBBIG
_	PTR NO. 11430298A NO PROJUNO. 55320
	DESTRUE ROLL NO 09047



#### NOTICE TO PROCEED

18 September, 2019

MS. PLIZA N. VILLARICO
TNV CONSTRUCTION AND SUPPLY
Matolos Bulacan

Dear Ms. Villarico:

The attached Contract Agreement having been approved, notice is hereby given to TNV CONSTRUCTION AND SUPPLY—that work may proceed on the:

Construction of 18x20m Ynares Multi-Purpose Covered Court (Rafter Type) at Kastglahan Village Senior High School, Brgy. San Jose, Rodriguez, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

ð

REBECCA A, YNARES

Governor

Lacknowledge receipt of this Notice on:

9.30 19

Authorized Signature:

Name of the Representative of the Bidden.

ELIZA NI VILLARICO

## CONSTRUCTION AGREEMENT 2

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
TNV COESTRUCTION AND SUPPLY 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 Melolos, Sulecen, and berein represented by its Proprietor/President/ Ocnaral Manager, ELIZA VILLARICO, of legal age, Filipino citizen, single/married, resident of Siglolos, Bulscan, hereinafter referred to as the CONTRACTOR WITNESSELH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 5, 2019 namely
Construction of 10x20m Ymeres Multi-Purpose Covered Court (Refter Type) at Kasiglahan Villege Senior High School, Bugy. Sen Jose, Rodriguez, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 20 August 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of Two Million Two Hundred Fighty-Seven Thousand Nine Peros & 17/100 (P 2,287,009.17), 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 Eurocheed (100) calendar days, in accordance with the provisions of the His Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 12, 6, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning

g. Bidding Documents including all it bidder/s two (2) bidding envelopes

h, Bid Security
i. Addeada and Supplemental Bulletins

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

k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter benefit 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 Two Mandred Eighty-Seven Thousand Mine Pesos & 17/100

(P 2,287,009.17 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

  Goe Hundred Two Pesos & 75/100 (p 686,102.75) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, bours 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, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Low" Provided however, Tast dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties beseto to agree in writing  $2\zeta$ to reson to other alternative modes of disputes resolution.

Without prejudice to administrative 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwastanted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil case or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/arc located INESS WHEREOF, the parties have hereunto signed this Agreement this \_ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT THE CONSTRUCTION AND SUPPLY Entity/Firm/Corporation By: By: FIJZA VILLARIOD REBECCA A. YNARES Governor 3 Proprietor/Manager/President WITNESSES DE BUZMAN NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

) S.S.

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

Place Date: Valid ID Presented Name/Entity Passport No. P8239281A Aug. 5, 2028 Manila HON REBECCA A. YNARES eliza Villarico TIN NO. 312-099-087

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

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

Constantion of 10x20m Ymages Multi-Purpose Covered Court (Rafter Type) at Kasiglahan Villege Semior High School, Brgy. Sam Jose, Bodriguez, Rizal

at Rical Provincial Capitol, WITNESS MY HAND AND SEAL this 1 8 SEP 450 96 Antipolo City. ぶがり だねんしょ

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NOTARY FULL SEE HO TO 14 TAYTAY CAP NOTARY PURISH POLO UNTIL DECEMBER 31, 2019 PTR NO. 11120208A IBP ROLL NO. 5532**0**.

CIRETIME ROLL NO 09047



#### NOTICE TO PROCEED

18 September, 2019.

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

Dear Mr. Manlapit.

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the: Construction of 15x24m Ynares Multi-Purpose Covered Court (Rafter Type) at Phase IC Kusiglahan Village, Brgy. San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: JUAN PAGLO MIGUEL E. MANLAPIT

9.20,24

08/20/2019 # 26

## CONSTRUCTION AGREEMENT $2\zeta_{m{O}}$

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, RESECCA A. YNARES, herein referred to as the PROVINCE; and

L. EUSEBIO ACE DEVELOPMENT CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Posic City</u>, and herein represented by its Proprietor/President/ General Manager. HIAN PACLO SEGUET MANYAPTED, of legal age, Filipino citizen, single/married, resident of <u>Pasig City</u>, hereinalter referred to as the CONTRACTOR WITNESSETH. That,

Construction of 15x24m Theres Multi Purpose Covered Court (Rafter Type) at Phase 10 Kasiglahan Village Brgy. San Jose, Rodriguez, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last \_\_Aug\_\_ 20,2019 \_\_\_\_\_ has accepted and hinds 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 One Fundred Ningty Two Thousand Pifty Five Peace & 77/100 \_\_\_\_\_\_ (P3\_192\_055\_77), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Cons. Handwed Ben (...110) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, s. 2019
  - b. Certificate of Availability of Funds
  - e. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R. A. No. 9184
- 2 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million One Hundred Minety Two Phousers 17,105579, Philippine Pesos 8, 77/100

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;  $2\ell$
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Hundred Fifty Seven Thousand. Six Hundred Sixteen pesos & 73/100 (P 957,616.73) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation 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;

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

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

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referred thereto; The process of arbitration under the foregoing law shell be assumed part of this . Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 26 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative 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,

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the not or acts in question or both at the discretion of the Courts.

SEP 2019 at a	he parties have hereunto signed Antipolo City	this Agreement (	daisday of
L. FUSEBIO ACE DEVELOPMENT  CORPORATION  Entity/Firm/Corporation	KUZAL PRO	VINCIAL GOV	ernment
Ву:	Ву;	6	
Proprietor/Manager/President	T REE	ECCA A. YNAF Governor	RES
IL.	WITNESSES		
LOLITAS. DE CUMAN		MA. VIÇTO	A B. TEJADA
/ NO	TARIAL ACKNOWLEDGME	ν <b>T</b>	
REPUBLIC OF THE PHILIPPINES	1		
ANTIPOLO CITY	) S.S.		
BEFORE ME, a Notary Public	o for and in Antipolo City, perso	onally appeared th	ne following
Name/Enrity	Valid ID. Presented	Date	Place
HON, REDECCA A. YNARES*	Passport No. P#239281A	Aug. 5, 2028	Manula
AN PAULO MIGUEL MANLAPIT	TIN No. 000-159-917		
All known to me and to me known to acknowledgment that the same is their present.	o be the same person/s who ex- free voluntary act and deed as we	cuted the foregoid	ing instrument and at they respectively

Construction of 15x24m Ymaxes Multi-Purpose Covered Court (Rafter Type) at Phase IC Kasiglahan Village, Brgy. San Jose, Rodriguez, Rizal



#### NOTICE TO PROCEED

18 September, 2019

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

Dear Ms. Sagun

The attached Contract Agreement having been approved, notice is hereby given to DIAMOND BLESSED CONSTRUCTION that work may proceed on the: Inst'n of Elect's Lighting System of Ynares Multi-Purpose Covered Courts of Brgy. Son Isidro, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA X. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder. MARIA VICT

TARIA VICTORIA HISAGUN

# CONSTRUCTION AGREEMENT 23

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and

, a sole proprietorship/private corporation, duly , and herein represented by its and office address at 20driguez, 7128] Proprietor/President/ General Manager, FA. VICTUATA 4. SAGIR , of legal age, Filipino citizen, single/married, resident of Hodriguez, 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. 12, 8, 2019

Installation of Electrical Lighting System of Insres Multi Purpose Covered Courts at Brgy. San Isidro, Rodriguez, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>Aug. 20 2010</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Sleven Thousand Eight Hundred

Fifty Three & 45/100 (Pi-G11-B53-15), 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 40) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - SP Ordinance No.
  - a. SP Ordinance No. \_\_a2\_\_a\_\_2049
    b. Certificate of Availability of Funds
  - e. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - c. Construction Schedule.
  - Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformity thereto.
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the fatter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Centract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One William Eleven Thousand Eight Hundred Fifty Three Fesos 0: 15/100 (P 1 .011 .853 . 1) Philippine Currency, in consideration of the construction and only upon completion of the intrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



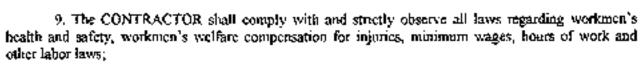
4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS whree Hundred Three Thomsand Pive Hundred Fifty Five Pegog & 95/100 (P303.555.95) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
  - Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
  - 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
  - 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on fiquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procoring Entity may reseind or terminate the contract, without projudice to other courses of action and remodies available under the circumstances."



- 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, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13, in this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns dely 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 dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 23 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative that may be imposed to proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil bability or damages, which may either consist of liquidated damages and restrution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the not or acts in question or both at the discretion of the Courts.

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

works is/are located.	assessive or distribution of 10030	WASCE THE LINE	sameture project or
IN WITE ESS WHEREOF, U	be parties have becounto signed that in the control of the control	his Agreement :	thisday of
DIAMOND BLESSED CONSTRUCTION Entity/Firm/Corporation	RIZAL PROV	/INCIAL GOV.	ERNMENT
By: New	Ву;	V	
Proprietos/Manager/President		CCA A, YNAI Governor <sup>de</sup>	æs.
911	WITNESSES		
LOLITAB DEBUZMAN	***************************************		<b>&gt;</b> /
- SALITA D. JACOU EMAIN		MA, VICTO	MAB TEJADA
l NO.	TARIAL ACKNOWLEDGMEN	r	
REPUBLIC OF THE PHYLIPPINES) ANTIPOLO CITY	) S.S.		
BEFORE ME, a Notary Public	for and in Antipole City names	19	- En. 1
	res and an employed City, person	ану <b>арре</b> ш <b>са с</b>	ic tollowing
Native/Entity	Valid ID. Presented	Date	Place
		Date	
Naove/Entity	Valid ID. Presented		Place
Name/Entity HON REBECCA A. YNARES	Valid ID. Presented  Passport No. P8239281A  TIN No. 193-083-270	Date Aug. 5, 2028	Place Manila
Name/Entity  HON REBECCA A. YNARES  MA. VICTOREE H. SAGEN  All known to me and to me known to acknowledgment that the same is their it present.  This instrument, consisting of three (3)	Valid ID. Presented  Passport No. P8239281A  TIN No. 193-083-270  be the same person's who executes voluntary act and deed as well	Date  Aug. 5, 2028  ——  uted the foregoins the emity than	Place  Manila   ing instrument and at they respectively
Name/Entity  HON REBECCA A. YNARIES  MA. VICTOREE H. SAGIN  All known to me and to me known to acknowledgment that the same is their it present.	Valid ID. Presented  Passport No. P8239281A  TIN No. 193-083-270  be the same person/s who executes voluntary and and deed as well each and every page hereof, refers to other on. Suppose of Venues of Section 25.	Date  Aug. 5, 2028  uted the foregoing the entity that the control of the Agreement to the	Place  Manila  Ing instrument and at they respectively then is written and a for:
Name/Entity  HON REBECCA A. YNARES  MA. VICTOREE H. SAGON  All known to me and to me known to acknowledgment that the same is their it present.  This instrument, consisting of three (3) ghas been signed by the parties hereto in a Installation of Electrical 1.6	Valid ID. Presented  Passport No. 193-083-270  TIN No. 193-083-270  be the same person's who executes voluntary act and deed as well each and every page hereof, refers a ghting System of Ynames in Each, Rizel	Date  Aug. 5, 2028  uted the foregoins the entity that the acknowledge to the Agroomen fulti-Purpos	Place  Manila  Ing instrument and at they respectively then is written and a for:
Name/Entity  HON REBECCA A. YNARES  MA. VICTOREE H. SAGON  All known to me and to me known to acknowledgment that the same is their it present.  This instrument, consisting of three (3) ghas been signed by the parties hereto in a Installation of Electrical 1.6	Valid ID. Presented  Passport No. 193-083-270  TIN No. 193-083-270  be the same person's who executes voluntary act and deed as well each and every page hereof, refers a ghting System of Ynames in Exchange System of Yna	Date  Aug. 5, 2028  uted the foregoing the entiry that the entiry that the Agreement of the	Place  Manila  Ing instrument and at they respectively ment is written and a for:  Re Covered Courts  I Capitol, "Antipolo"
Name/Entity  HON REBECCA A. YNARES  MA. VICTOREE H. SAGIN  All known to me and to me known to acknowledgment that the same is their if present.  This instrument, consisting of three (3) ghas been signed by the parties hereto in a line tallation of Electrical Lifet Brgy. San Isidro, Rodrigue WITNESS MY HAND AND SEAL this City	Valid ID. Presented  Passport No. P8239281A  TIN No. 193-083-270  be the same person's who executes voluntary act and deed as well each and every page hereof, refers a ghting System of Ynames in E. Rizel  1 8 SEP 2013	Date  Aug. 5, 2028  uted the foregoing the cutiny less the cutiny less the cutiny less the Agreement of the Agreement with Purpos	Place  Manila  Ing instrument and at they respectively their is written and their fort.  Re Covered Courts  Capitol, "Antipolo"
Name/Entity  HON REBECCA A. YNARES  MA. VICTOREE H. SAGIN  All known to me and to me known to acknowledgment that the same is their if present.  This instrument, consisting of three (3) ghas been signed by the parties hereto in a line tallation of Electrical Lifet Brgy. San Isidro, Rodrigue  WITNESS MY HAND AND SEAL this	Valid ID. Presented  Passport No. P8239281A  TIN No. 193-083-270  be the same person's who executes voluntary act and deed as well each and every page hereof, refers a ghting System of Ynames in E. Rizel  1 8 SEP 2013	Date  Aug. 5, 2028  uted the foregoing the cutiny less the cutiny less the cutiny less the Agreement of the Agreement with Purpos	Place  Manila  Ing instrument and at they respectively ment is written and of for:  Re Covered Courts  I Capitol, "Antipolo"  1 (2) 1 (2) 14  1 (2) 1 (4) 14
Name/Entity  HON REBECCA A. YNARES  MA. VICTOREE H. SAGIN  All known to me and to me known to acknowledgment that the same is their if present.  This instrument, consisting of three (3) ghas been signed by the parties hereto in a line tallation of Electrical Life at Brgy. San Isidro, Rodrigue  WITNESS MY HAND AND SEAL this	Valid ID. Presented  Passport No. P8239281A  TIN No. 193-083-270  be the same person's who executes voluntary act and deed as well each and every page hereof, refers a ghting System of Ynames in E. Rizel  1 8 SEP 2013	Date  Aug. 5, 2028  uted the foregoing the entity that the entity that the foregoing the Agrocuren fulti-Purpos  Rizgi Population for the Agrocuren fulti-Purpos	Place  Manila  Ing instrument and at they respectively ment is written and a fort.  Re Covered Courts  Capitol, "Addipolicy"  1. Capitol, "Addition of the capitol of



#### NOTICE TO PROCEED

18 September, 2019

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

Dear Mr. Bilog:

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

Construction of Children's Playground Facilities & Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. San Isidro, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

9.20 19

Authorized Signature:

Name of the Representative of the Bidder.

GERALD KENN SJ. BILOG

## CONSTRUCTION AGREEMENT 25

KNOW ALL MEN BY THESE PRESENTS.

This AGREEMENT made and entered into by and between:

this MORCE INT made and calcing also of also overer	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized a existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capi Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and	юl,
GEB BUILDERS, a sole preprietorship/private corporation, d	uly
GEB BUTTLEERS a sole preprietorship/private corporation, d organized and existing under the laws of the Republic of the Philippines, with principal place of busing	æss
and office address at <u>Morone Rizal</u> , and herein represented by Proprietor/President/ General Manager, <u>G.J.M.F.D.D. (17)8 S.J. RTUOS</u> of legal age, Filip citizen, single/married, resident of <u>Morone Rizal</u> , hereinalter referred to as CONTRACTOR WITNESSETH, That,	ınc
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 9, 2019 namely.	l in
Construction of Phildress Flayground and Repair/ Retainting of Ynares Multi Furpose Covered Court at Brgy. San Isidro, Tanay, Rizal	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete	
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Response	
Bid in a public bidding held last <u>Aug. 20, 2049</u> , has accepted and binds itself to undert the construction and completion of the above said infrastructure works strictly in accordance with	ak. tha
following standards set forth in the bid documents, approved plans, program of works and specification	
consideration of the amount of <u>One Million Two Hundred Source housand Niz</u> Bundred Seventeen pesos <u>9 04/400 (P4,207,047.04) Pulippine Currency</u>	
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties he hereby agree as follows:	
! The whole works subject matter of this Agreement shall be completed with	

<u>Forty Eight(\_\_\_u)</u> calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents

which are integrated herewith and incorporated herein by way of reference, namely:

- 2019
- a. SP Ordinance No. 12, s. 201
  b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d, Drawing, Plans and Specifications
- Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning hidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplemental Bulletins
- is Notice of Award of Contract and the Contractor's Conformity thereto k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS. One Million Two Sundred Sevan Choucond Nine Hundred Coventees near 3 03/400 (P. 1, 207, 917, 91) 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 svarrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract,
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Sixty Two Thousand Three Hundred Seventy Five pesos & 10/10/p362, 375, 10 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation 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;

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

- The CONTRACTOR shall comply with and strically observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained. by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them. in the conditions of the contract hereinafter referred to,
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR. and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves 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 28 to resort to other alternative, modes of disputes resolution.

Without prejudice to administrative that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any.

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 pentinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted henefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil case of the appropriate court of the city/mut			nicture project or
works is/are located.			1 9 SEP 2019
IN WITNESS WHEREOF, at A	ike parties have hereunto s antipolo City.	signed this Agreement thi	
GKB BUILDERS Entity/Firm/Corporation	R1	ZAU PROVINCIAL GOV	/ERNMENT
Ву:	ъ	: k	
Gurald Man sj. bil	.CG	REBECCA A. YNA	222
Proprietor/Manager/President		Governor	(A2.)
	WITNESSES		
		Z.	
LOLITA B. BEGUZMAN		MA, VICTORIA B.	<u>JEJADA</u>
\ ×0	YTARIAL ACKNOWŁED	GMENT	
REPUBLIC OF THE PHILIPPINES	)		
ANTIPOLO CITY	) S.S.		
BEFORE ME, a Notary Pub	lie for and in Antipolo Cit	y, personally appeared the	e following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A, YNARES	Passport No. P82392817	A Aug. 5, 2028	Manila
GERALD KENN SJ. BILOG	196-519-323		

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

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 Childrens Playgroud/Repair/Repainting of Ynares Multi Furpose Covered Court at Brgy. San Teidro, Tanay, Rizal

1 8 SEP 2019<sub>at Rical Provincial Capitol.</sub> WITNESS MY HAND AND SEAL this \_ \_day\_of ATTY WARES STORE HUDAY & SOADUS Antipolo City.

Pago No. Book No.

MOTE A PRODUCT APPLIANCE 18-14 TAY! ANNOTARY PRESENT AND POLO UNTIL (9909:MBER 31, 2019) PIR NO. 11120208A (DP ROSE NO. 55320) THE TIME HOLD HO 990AF



#### NOTICE TO PROCEED

18 September, 2019.

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:

Cons'n. of 1-Storey Ynares Mutti-Purpose Building at Balikatan Village, Brgy. Sampatoc, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

9.20.14

Authorized Signature:

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

## CONSTRUCTION AGREEMENT 20

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cotered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumforential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong Rigal , and herein represented by its Proprietor/President/ General Manager, GERALD KENN SJ. BILOG , of legal age, Filipino citizen, single/married, resident of Morong Rigal , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. 12, 8, 2019 namely:
Construction of 1 Storey Ynares Multi Purpose Building at Balikatan Village, Brgy. Sampaloc, Tanay, Rical
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>Ang. 20.2019</u> , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Three Hundred Ninety Nine Thousand One Hundred Fifty Five peace & 04/100 (P1.389.155.04, Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
! The whole works subject matter of this Agreement shall be completed within <u>Fighty \$4.5.</u> ( <u>86</u> ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents

- which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 12, s. 2019
    b. Certificate of Availability of Funds
  - e. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract,
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Nillion Three Fundred Kinety Nine Thousand One Hundred Fifty Five pesos 2 04/400 (P ). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Pour Hundred Nineteen Bhouserd Seven Hundred Forty Six & 51/100 (R49.745.54) Philippine Currency, in the form of \_\_\_\_\_ as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's Alt 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;

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 29 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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

110N, REBECCA A. YNARES Passport No. P8239281A Aug. 5, 2028 Manila

GERALD KENR SJ. BILOG 196-519-323

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 1 Storey Yneres Bulti Furpose Building at Balikatan Village, Brgy. Sampaloc, Tanay, Rizal

LIFETIME ROLL NO 680A7

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#### NOTICE TO PROCEED

18 September, 2019

MR. KHRISTIAN S.E. SAN JOSE KRSJ CONSTRUCTION AND GENERAL SERVICES Teresa, Rizal

Dear Mr. San Jose:

The attached Contract Agreement having been approved, notice is hereby given to KRSJ CONSTRUCTION AND GENERAL SERVICES that work may proceed on the: Construction of Ynarcs Stage at Pantay National High School, Brgy. Dailg, Teresa, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on-

9.70 10

Authorized Signature:

Name of the Representative of the Bidder:

KHRISTIAN/S.E. SAN JOSE

### CONSTRUCTION AGREEMENT 30

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Read corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

REST CONTR. & GENERAL SERVICES \_\_\_\_\_ a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Teresa Rizel</u> \_\_\_\_\_\_, and herein represented by its Proprietor/President/ General Manager, <u>Kr. XISTIAN S.E. SAN JOSE</u> of legal age, Filipino citizen, single/married, resident of <u>T. 323 XIZBL</u> , 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. \_\_\_\_12, 8, 2019 \_\_\_\_namely:

Construction of Ynares Stage at Pantay National High School Brgs. Dalig, Teresa, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last Aug. 20, 2019, has accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved plans, program of works and specification in consideration of the amount of Nine Hundred Fifty Nine Thousand Four Hundred Thirty Nine Pesos & 67/100 (P959, 439.67), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Eighty Six (86) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 12, 8. 2019
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidden/s two (2) bidding envelopes
  - h, Bid Security
  - Addenda and Supplemental Bulletins.
  - Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Nine Fundred Fifty Nine Thousand Four Hundred Thirty Free Pesos 8, 67/100 (P959, 439, 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;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract,
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Eighty Seven Thousand Eight Hundred Thirty One Pesos 8.91/100 287,831,90Philippine Currency, in the form of Performance Rond as a measure of guarantee for the faithful compliance of and compliance with his obligation 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 embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or tenninate 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, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change ender 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 catitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrations under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing 30 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative 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.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY

) S.S.

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

Name/Entity Valid ID Presented Date Place

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

KHRISTIAN S.E. SAN JOSE 223-955-263

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 Ingres Stage at Pantey National High School at Brgy. Dalig Teresa Rizal

WITNESS MY HAND AND SHAL this \_\_\_\_\_\_\_ On \_\_\_\_\_\_ at Rivel-Provincial Capitol, Amipole City.

Artificial City.

ATTY, MARIA SALVE RUBBYA ADASS.

PTR MO. 11120205A IBP ROLL NO. 55320 LIFETIME ROLL NO. 199247