

### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

07 January, 2020

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Construction of Drainage Canal & Improvement of Concrete Cross Canal of Various Road at Brgy. San Luis, 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

Lacknowledge receipt of this Notice on:

1.0.2020

Authorized Signature:

Name of the Representative of the Bidder,

OLIVER O. AQUINO

### CONSTRUCTION AGREEMENT

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### 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. 716Q, 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
Oliver squino 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 Binangonan, Rizal and herein represented by its Proprietor/President/ General Manager, Oliver aquino of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 17 5, 2019 namely:
Construction of Dreipage Canal & Improvement of Concrete Cross Canal of warlous Road at Brgy. San Luin, Intipolo 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 December 10, 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 liundred Five Thousand Four flundred Twenty Four Perces and 21/100 (P 905, 424-71), 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 <a href="mailto:sixty">Sixty Fight</a> (68) 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:
<ul> <li>a. SP Ordinance No. 17. 6. 2019</li> <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>c. 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>
<ul> <li>i. Addends and Supplemental Bulletins</li> <li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li> <li>k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184</li> </ul>
<ol> <li>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;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nime Hundred Five Thousand Four Lundred Twenty Four Pesos and 71/100 (P 205,424.71 ), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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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 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 secondance 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;
- 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 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 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. 9184 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil 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.

day of IN WITNESS WHEREOF, the parties have heretinto signed this Agreement this \_ \_at Antipolo City. Ciliver Aquino Construction RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation . By: By: Oliver Awarno. REBECCA A. YNARES Governor & Proprietor/Manager/President 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

<u>Date</u> Place Name/Entity Valid (D Presented HON, REBECCA A, YNARES Passport No. P8239281A Aug. 5, 2028 Manila 482-311-209 Chiver Actino

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 DESCOL.

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:

Compatrication of Drainage t hal & Improvement of Concrete Cross Canal of Various Road at Bray Lan Luis, entipolo Lity

day of 0 7 JAN 2020s Rizal Provincial Capitol. WITNESS MY HAND AND SEAL this Amipole City.

Doc No. Page No. Book No.

Series 20<u>7</u>7

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# OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 January, 2020

MR. ARNEL M. GOTO A.M. GOTO CONSTRUCTION Binangonan, Rizal

Dear Mr. Goto:

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

A.M. GOTO CONSTRUCTION that work may proceed on the

Construct Fence & Concreting of Ground of Ynares Multi-Purpose Bidg. & Repair / Imprv. of Flooring of Ynares Multi-Purpose Covered Court at Brgy. Kalayaan & Brgy. Mahahang Parang, Angono, 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 à Ynares

Governor &

Lacknowledge receipt of this Notice on:

1.0 2020

Authorized Signature:

Name of the Representative of the Bidder:

ARNEL M. GOTO

### CONSTRUCTION AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

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 Cas Hillian Seven Thousand Two Hundred Three Peace and 13/100 (P.1.007, 203.13), Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within Bixty Eight (68) 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 berein by way of reference, namely:
  - a. SP Ordinance No. 18 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
- 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;

<ol> <li>The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS</li> </ol>
One Million Seven Thousand Two dundred Three Peace and 13/100
(P_1_002_203_13_), Philippine
<ul> <li>Currency, in consideration of the construction and only upon completion of the infrastructure works</li> </ul>
unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the
manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract,
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Bundred Two Thousand One Bundred Staty Peace and 53/100 (P 302,160,93) 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 Roles 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 ease 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 Enrity may reseind or terminate the contract, without projedice to other courses of action and remodies 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 aud/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 amplementation 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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Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/alt 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 cases 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.

A.M. GOTO CONSTRUCTIO		ROVINCIAL GOVE	DN: MALESCE
Entity/Firm/Corporation	KIZAL P	KOVINCIAL GOVE	CNIMENI
ARrien für		EBECCA A. YNARE Governor	:s
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	NOTARIAL ACKNOWLEDGME	NT.	
PUBLIC OF THE PHILIPPIN TIPOLO CITY	ES) * ) S.S.		
BEFORE ME, a Notary F	hiblic for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	<u> Date</u>	Place
N. REBECCA A. YNARES	F18782. No. 257-2781-34.2	August 5, 2028	Манда

ecknowledgment 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 Funce's Constructing of Ground of Vineres Hulti-Furpose 2011(110) & Repair/Improvement of Flooring of Yvares Hulti-Furpose Covered Court at Ergy, Kaleysen & Ergy, Mabeberg Pereng, Angono, Rizel

	2 7 DEC 2019
WITNESS MY FIAND AND SEAL this Antipolo City,	day of at Rival Proviocial Capitol,
Doc No. Page No. Dock No. Series 20, 75	TAYTAT BOTARY PUBLIC ANTIPOLO UNTIL DESCRIPTION STATES PER STATES TO 53320
·	HISTORIE WOLL NO 99047



# OFFICE OF THE GOVERNOR

# NOTICE TO PROCEED

02 January, 2020

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

Dear Mr Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Repair/Impru of I-starey Ynares Multi-Purpose Bidg. (Burangay Hall) at Brgs. Tabon, Binangonan, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A NARES

I acknowledge receipt of this Notice on:

- 1. 9. 3020

Authorized Signature:

Name of the Representative of the Bidder:

### 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. 7160, with seat of government at the Rizal Provincial Capital 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
Oliver Aquino 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 Binangonan, Rizal. —, and berein represented by its Proprietor/President/ General Manager. — Cliver Aquino — of legal age, Filipine citizen, single/married, resident of Binangonan, Rizal —, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed it pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 8, 2019 namely:
Repair/Improvment of 1 sprey Ymarcs Weltipurpose Suilding (Brgy. Eall) et Brgy. Tabon, 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>December 10, 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 is consideration of the amount of Six Hundred Fifty Thousand Five Sundred Forty Fight  Pagos and 04/100 (P 650,548.04), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed with <a href="Sixty">Sixty</a> (60) calendar days, in accordance with the provisions of the Bi 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. 15, 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
1. Designate the displayment of the second

- 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

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 Six Sundred Fifty Thousand Five Hundred Forty -ight Pesos and 04/100 (P 650,548,04 ). 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 <u>One Hundred Ninety Five Thomson's One B nared Sixty Four Pesos and 41/100 (P 195.164.41)</u> Philippine Currency, in the form of <u>Performance Bond</u> 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 Emity 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;
- II. 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 Compact 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 clearance from the Bareau 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 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. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR hable 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.

Aurisdiction over civil cases 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 hereumo signed this Agreement this \_\_\_\_\_ day of 2 DEC 2019 at Antipolo City 2019 at Autopolo City. GLIVER AQUINO CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Emity/Firm/Corporation By: By: YNARES OLIVER ACOINO Governor Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDOMENT REPUBLIC OF THE PHILIPPINES) ) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, pursonally appeared the following Valid ID Presented Place Name/Eptity Date Passport No. P8239281A August 5, 2028 Manila HON, REBECCA A. YNARES TIN NO. 182-311-289 OLIVER ACCEING 🚥

all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary not and deed as well as the entity that they respectively 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 lurreof, refers to the Agreement for:

Repair/Improvement of 1 storey Ymares Multi-Purpose Building (Barangay Hall) at Brgy, Tabon, Binangonan, Rizal

WITNESS MY HAND AND S	Raïl this	day of 7 DEC 2019 at Rizal Provincial Capitol,
Amipolo City.		
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Page No. 72	`,	NOTA: 4 7:0.18:14
Book No. Series 2079		TAYTAY MOTARY PORTY PANTIPOLO
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### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

07 January, 2020

MR. FRANCISCO G. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binungonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to 
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the 
Construction of Covered Pathwalk at at Supang Elem. School, Brgy. Supang, 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 Iruly yours,

REBECCA ATVNARES

Governor

I acknowledge receipt of this Notice on:

1.0.22

Authorized Signature:

Name of the Representative of the Bidder."

FRANCISCO G. 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. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVENCE; and

KIT UBIADAS CONSTRUCTION CORPORATION

a sole proprietorship/private corporation, dely organized and existing under the laws of the Republic of the Philippines, with principal place of husiness and office address at <u>Binangonen, Rizel</u>, and herein represented by its Proprietor/President/ General Manager, FRANCISCO UBIADAS of legal age, Filipino citizen, single/married, resident of <u>Binangonen, Rizel</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 Panlalayvigan Ordinance No. **IPSE Box. So. 3. 47 2019** namely:

# Construction of Governd Pathwelk at Sapang Flamentary School, Brgy. Sapang, Binanggoon, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10 December 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in necondance 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 Rundred Thirty-Three Thomas Six Buttered Ten Page 4 42/100 (P 1,433,610.82), Philippine Currency.

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

I. The whole works subject matter of this Agreement shall be completed within Sixty-Fight (68) calendar days, in accordance with the provisious of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berevith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. RPSB Ree. No. 3, s. 2019
- h, 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 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 infinistructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hillien Four Bandred Thirty-Three Tempered 51x Handred Ten Form 4.

  82/100 (P1.433,610,82 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreements 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 Four Hardred Thirty Thousand Fighty-Three

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk besurance 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 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 rescand or terminate the contract, without prejudice to other courses of action and semedies 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 taws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract 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, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

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 Yalid ID Presented Date Place

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

PRANCISCO UBIADAS 728 NO. 006-410-689

all known to me and to me known to be the same person/s who executed the foregoing instrument and ecknowledgment 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 Covered Pathwalk at Sepang Elementary School, Bray. Sepangs Einengonen, Risel

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Ampoie City.	•		(A)	a_0		
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# OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

07 January, 2020

MR. MICHAEL A. VILLARIÑA MAK-JAMS CONSTRUCTION Binangonan, Rizal

Dear Mr. Villariña:

The attached Contract Agreement having been approved, notice is hereby given to MAK-JAMS CONSTRUCTION—that work may proceed on the Construction of Covered Pathwalk at Binangonan Elem. School, Brgy. Batingan, Binangonan, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. VNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder;

\_ M \_\_ \_

### 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. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Read corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, bernin referred to as the PROVINCE; and

Mak-jems Cometruction	, a sole proprietorship/private corporation,	duly
Proprietor/President/General Manager.	the Republic of the Philippines, with principal place of busioners, Rizal and herein represented by Michael Villarina of legal age, Filibinah genen, Rizal, bereinafter referred to as	pino

Construction of Covered Pathwelk at Binangonan Slew. School, Brgy. Datingon, Binangonan, Rival

NOW, TREREFORE, 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 Axty #1ght (68) 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. RPSB Ren. 3, 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
  - b. Bid Security
  - i. Addeada and Supplemental Bulletins
  - Notice of Award of Contract and the Contractor's Conformitythereto.
  - 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 Hillion Eight Hundred Sixty Eight Thousand Seven Hundred Forty One Fesces and 59/100 (P 2.868.741.59), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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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 Eight Bundred Sixty Thousand Six Randzed Twenty Two Pesos and 41/100 (P 860,622,41))

  Philippine Currency, in the form of Performance Bond \_\_\_\_\_ as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Justifance 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 shall be applicable in the implementation of this Agreement;

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

"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 productment 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 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, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them is 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 DIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

- 5

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

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

furisdiction over civil cases 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 bereamto signed this Agreement this \_\_\_\_ \_\_\_\_ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT /k-jams Construction Emity/Firm/Corporation By: By: REBECCA A. YNARES Villirina Governor b Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS . NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ΑΝΤΙΡΟΣΟ ΟΠΥ ) S.S. BEFORE MF, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity Manila Passport No. P8239281A August 5, 2028 HON, REBECCA A. YNARES <u> 1734 - 221-027-734</u> "icheal Villariam 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 Covered Patheelk at Binangonan Jes, School, Brgy,

at Rical Provincial Capitol,

YPUBIARY / NOAMOS

PTR HO. 1874 35 7347RIZAL 160 LEGITIME ROLL NO GOODY TRIZAL

Batingan, Binangonas, Sisal

WITNESS MY HAND AND SEAL this \_\_

Antipolo City.

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# OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

02 January, 2020

MR. FRANCISCO G. 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 Various School Building at Libis Elem. School, Brgy. Libis, Binangonan, Bital 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,

RESPECCA A VNARPS

Governor

I acknowledge receipt of this Notice on:

1.9.2020

Authorized Signature:

Name of the Representative of the Bidder:

FRANCISCO G. 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. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

KIT UBIADAS CONSTRUCTION CORPORATION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binemponen</u>, Risel , and herein represented by its Proprietor/President/ General Manager, FRANCISCO UBIADAS , of legal age, Filipino citizen, single/married, resident of <u>Binemponen</u>, Risel , hereinafter referred to as the CONTRACTOR WILNESSELH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 2, 2019 namely.

Repair/Repainting of Various School Building at Libis Elementary School, Brgy. Libis, Binamgonan, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10 December 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 Two Bundred Minety-Seven Thousand Rine

Bundred Fifty-Fight Peece 6 62/100 (P 1,297,935.62), 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 Ordinance No. 15. 8. 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 the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - b. 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

  One Hillian Two Hamiresi Hinety-Seven Thousand Kine Handred Fifty-Fight Pasce

  6 62/100 (P 1,297,958.62 ) Philippine

  Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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 Three Standard Eighty-Nine Thousand Three Hundred EightynSeven Fesor & 58/100 (P 349,307.58 as a recasure of guarantee for the Philippine Currency, in the form of Performence Bond faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations 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 62 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 laws;

- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVENCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained. by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelinus 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 eleatance from the Bureau of Internal Revenue and a copy of its income and onsiness tax returns duly stamped and received by the BIR. and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil hability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

furisdiction over civil cases 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 I 2 3 DEC 2019 at Antipolo Cit	nave hercunto signed this Agreement this day of v.
KIT UBIADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation	RIZAL PROVINCIAL GOVERNMENT
Proprietor/Manager/President	By: K REBECCA A. YNARES Governor
MARISSA N. CLEOFAS .	TINESSES  MA_VICTORIA DE TELADA
NOTARIAL A	CKNOWLEDGMENT

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 TO Presented Date Place

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

FRANCISCO UBLADAS TIN NO. CO8-410-689

all known to me and to me known to be the same person's who executed the foregoing instrument and seknowledgment 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:

Repair/Repainting of Various School Building at Libis Elementary School, Brgy. Libis, Binangonan, Rizal

	2 7 DEC 2019
WITNESS MY HAND AND SEAL this	day of at Rizal Provincial Capitol
Antipola City.	
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SHELZO P	UNTIL DECEMBER 31, 2019
	PYR NO. 1112020BA
•	IBP ROLL NO. 55320

d

LIFETIME ROLL NO 09047



### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

07 January, 2020

MR. FRANCISCO G. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Riza!

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Kurangalan Village, Phase 1C, Brgy. San Islaro, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

1. 0. 2020

Authorized Signature:

Name of the Representative of the Bidder:

FRANCISCO G. 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. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON REHECCA A. YNARES, herein referred to as the PROVINCE; and

KIT UBIADAS CONSTRUCTION CORPORATION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of husiness and office address at **Binergoren**, Risal , and herein represented by its Proprietor/President/ General Manager, FRANCISCO UBIADAS , of legal age, Filipino citizen, single/matried, resident of **Binergoren**, Risal , hereinafter referred to as the CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoniang Pantalawigan Ordinance No. 13, 0. 2019 \_\_\_\_\_\_\_\_namely:

Construction/Provision of Wash Facilities (Water, Semitation & Hygiens) for Evecuation Center at Karangalan Village, Phase IC, Brgy. Sem Isidro, Cainta, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10 December 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 Seven Handred Eighty-Light Thousand Three Handred Sixty-Seven Peace & 36/100 (P 788, 367, 36 ), Philippine Currency.

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

- . If the whole works subject matter of this Agreement shall be completed within Seventy (70) calcular days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated becomen and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 15, 1, 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 döcuments/statements contained in the winning bidder/s two (2) bidding envelopes
  - b. 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 PROVENCE 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 Righty-Right Thousand Three Handred Sixty-Seven Pesos 5 36/100 (P 768, 367, 36 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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 Handred Tearty-Six Transact Five Handred

Ten Pesos & 20/100 (P 236, 510, 20 )

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restinction 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, intrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

furisdiction over civil cases 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. at Antipolo City. KIT URIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: FRANCISCO UBIADAS REHECCA A. YNARES Proprietor/Manager/President Governor-WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY )S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Voted ID Presented Date Place. Name/Entity August 5, 2028 Manita Passport No. P8239281A HON, REBECCA A. YNARES Francisco ubladas TIN NO. 008-410-689 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction/Provision of Wish Facilities (Water, Samitation & Hygiene) for Evacuation Center at Karangalan Village, Phase IC, Brgv. Sam Isidro, Cainta, Alzal day of 7 JAN 2020 at Rizal Provincial Capitol, WITNESS MY HAND AND SEAL this. Antipolo City. Dec No.

ativ. Mathagaryoubleaya adamos

notakypublic ustu det. 31.202 i APPT, NO. 00-07 ROLL 04 /5 /4. No. 69320 PTR NO. 137600 7347RIZAL IBP LIFETIME ROLL NO IDPUNIT IRIZAL

Page No.

Book No. Series 20 📆





Republic of the Philippines Provincial Government of Rizal

### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

07 January, 2020.

MR. VENERANDO N. GUIYANGCO JR. GUIYANGCO CONSTN. AND SUPPLY Morong, Rizal

Dear Mr. Guiyangco:

The attached Contract Agreement having been approved, notice is hereby given to GUIYANGCO CONSTN. AND SUPPLY—that work may proceed on the Improvement/Construction of Drainage Canal & Concrete Overlaying (partion) of A. Ferrera St., Ergv. Santiago, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature;

Name of the Representative of the Bidder;

1.4.2020

VENERANDO N. GUIYANGCO JR.

## CONSTRUCTION AGREEMENT Q

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. 7166, 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/prive	ate corporation, duly
organized and existing under the laws of the Republic of the Philippines, with prin	cipal place of business
	represented by its
Proprietor/President/ General Manager - Rivel   Proprietor/President/ General Manager   Proprietor/ General Genera	, of legal age, Filipino
	referred to as the
CONTRACTOR, WITNESSETH, That, North River	-

WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No.

Improvement/Construction of Deminage Canal & Concrete Overlaying (portion) of A. Ferrere St., Brgy. Sontiago, Beres, 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>Dependent 10, 2010</u>, has accepted and binds itself to undertake the construction and completion of the above said intrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in

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 (\_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.
  - b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d Drawing, Plans and Specifications
  - e. Construction Schedule
  - L 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 larter 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 Currency, in consideration of the construction and only upon completion of the infrastructure works untess otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

  Philippine Currency, in the form of Four Sundred Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVENCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rutes and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rutes 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 purcent (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 projedice to other courses of action and remedies available under the circumstances."

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties bereto 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. 9182, 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 hereum signed this Agreement this \_\_\_\_\_\_\_ day

O 2 JAN 2020 at Antipolo City.

Culyangeo Construction & Supply RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Venerance M. Gulyangee

Proprietar/Manager/President

WITNESSES

MA. VICTORIA B. TEJADA

### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY

) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON. REBECCA A. YNARES

Passport No. P8239281A

Aug. 5, 2028

Minuta

Venerando N. Guiyangco

TIN - 109-905-333

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 mesent.

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:

APPENDING TO SECULAR PERSON NO. 187 SECULAR PERSON NO. 187 SECULAR PROPERTY AND THE ROLL OF CONTRICAL TRANSPORTERS AND THE PROPERTY AND THE PR





### Republic of the Philippines Provincial Government of Rizal

### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

07 January, 2020

MS. MARIA TERESETA F. PAMENTUAN MJP CONSTN. AND DEVT, CORP. Baras, Rizat

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to MJP CONSTN. AND DEVT, CORP. that work may proceed on the Concrete Reblocking (portion) of J. Luna St., Sitio Ik-Ik, Brgy, Lubo, 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,

I acknowledge receipt of this Notice on:

1. 9- 2020

Authorized Signature:

Name of the Representative of the Bidder: MARIA TERESITA F. PAMINTUAN

## CONSTRUCTION AGREEMENT (C)

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT reade and entered into by and between;

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

idi: construction & Dev\*t. 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 Beres, Rizal

Proprietor/President/General Manager, Karla Teresita F. Pamintuss, of legal age, Filipino citizen, single/married, resident of Beres, Rizal

CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 17, 8, 2019 namely:

Congrets Reblocking (portion) of J.Dune St., Sitio Ik-Ik, Brgy. 1ubo. Jalajala, Rizel

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 Lighty ( 20) 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 becomen and incorporated become by way of reference, namely:
  - a. SP Ordinance No.\_ 17, 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
  - b. Bid Security
  - Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - 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 bereby covenants to pay the CONTRACTOR the amount of PESOS

  Three Hillian One Hundred Mineteen Thousand Four Hundred Fifty Six Fesos

  and 34/100 (P 3,119,456.34), 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;

- - William

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Name Sundred Thirty Five Thousand Light Sundred Thirty Six Fenos and 90/100 (P 939.83h.90)

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 716D, 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 resented or terminate the contract, without projudice to other courses of action and remedics 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 assured all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Pureau 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, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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 cases 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 WITHESS JAN 2020 at Anti	parties have bereunte signed pole City.	this Agreement this	sday of
Jir Construction & Dewit. Co	<sup>4</sup> P• RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation	_		
By:	Ву:	ĸ	,
Paria Veresita F. Pagintus	<b>a</b> ri	BECCA A. YNARE	ES
Proprietor/Manager/President		Governor	
ch.	WITNESSES	- 1	
MARISSA N. CLEOFAS	M	А. VICTOR В Т	EJADA
мотх	ARIAL ACKNOWLEDGME	TM	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ') \$	. <b>\$</b> .	•	
BEFORE ME, a Notary Public t	for and in Antipolo City, per	onally appeared the	following
Name/Entity	Valid ID Presented	Date	<u>Place</u>
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
X ria Terecita lacintuan	TIN - 213-504-783		<b></b>
all known to me and to me known to backnowledgment that the same is their frepresent.			
This instrument, consisting of the written and has been signed by the parties			
Concrete Reblocking (p Jelejale, Risel	ortion) of J. June St.	i, šitio Ik-Ik,	Brex. Lucq.
WITNESS MY HAND AND SEA Antipolo City.  Doc No	Al. thisaby of <u>0.7</u> ATTY. NO	PAFE A CHARLES	Provincial Capitol  THAT BOAMOS  E DEC. J. L. L. 1

ROLL 0-ATTY, NO. 65320 PTR NO. 137 600 TBA / RIZAL IBP USETIME ROLL NO. 09047 / RIZAL



#### NOTICE TO PROCEED

07 January, 2020

MR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Mr. Villaroman:

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

Concreting of Jacinto St. Ext. (Escarmosa Compound), Brgy. Bagumbang, Julajula, 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:

4- 20-20

12/10/2019 # 11

## CONSTRUCTION AGREEMENT H

#### KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
C	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and disting under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, ircumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
_	Land Builders a sole proprietorship/private corporation, duly
ar Pr ci	rganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Baras, Rizol , and herein represented by its reprietor/President/General Manager, Ranato Villerouan , of legal age, Filipine tizen, single/married, resident of Baras, Rizal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That
P	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in ursuant of the Sangganiang Paulalawigan Ordinance No
i	Concreting of J <sub>a</sub> cinto St., Srt. (Lecarmova Compound), Brgy, Bagumbong, Inlojola, Rizal
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
· B	undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive and in a public bidding held has a Decamber 10, 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the ollowing standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eight Hundred Eighty 51x Thousand Three flundred Twent;
\[^\circ}	the teeos and 09/100 (p.836, 521-09), Philippine Currency.
b.	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto creby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within seventy Two (72) calendar days, in accordance with the provisions of the Bid locuments, Approved Placs, Program of Works and Specifications and supporting/related documents thich are integrated herewith and incorporated berein by way of reference, namely:
	a SP Ordinance No. 17, 5, 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 Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
	rates and regardavits impromenting test tro. 7107

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 Sight Hundred Eighty Sig Thousand Three Hundred Twenty One Pesos and 09/100 (P 886, 321.09 ), 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 premised 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 General Sixty Five Theorems Vight-Hundred Linety Six Vesos and 32/100 [1 265,896,32].

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

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

ab)

- "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 respind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
  - 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
  - 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
  - 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 96
- 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 substitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 918%, and its Implementing Roles and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfishure in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or soit 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.

	F, the parties have hereunto signed t Antipolo City.	this Agreement this	day of
lard Builders	RIZAL PR	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation	· <del></del>		
	_	L	
By:	By:	U	
Lie		BECCA A. YNARE	e
Proprietor/Manager/President		Governory-	
Propriesors/sanages/President		Costino	
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<b>7</b> 0 °		5/	
MARISSA N. CLEOFAS	<u>M</u> .	<u>a, victor (a. b. ti</u>	<u>EJADA</u>
		-	
	NOTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPING			
ANTIPOLO CITY	' ) \$.S.		
BEFORE ME, a Notary P	tablic for and in Antipolo City, pers	onally appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u> Мерофо Villeролев</u> -	<u> </u>	-	
all known to me and to me know acknowledgment that the same is 0 present.	vn to be the same person/s who en heir free voluntary act and deed as v	secuted the foregoing well as the entity that	g instrument and they respectively
This instrument, consisting written and has been signed by the p	g of three (3) pages including this parties beseto in each and every page	page wherein this ac bereof, refers to the /	knowledgment is Agreement for:
Comercting of Jack Julyala, Nizel	eto st. ext. (secumosa Se	ocound), Br <b>ey</b> , i	;P&napon&*
	B.	7 JAN 2020	
WITNESS MY HAND AN	D SEAL thisday of	, at Rizal I	Provincial Capitol,
Antipole City.		,	
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### NOTICE TO PROCEED

02 January, 2020

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORLANO CONSTN.—that work may proceed on the Improvement/Repair of Ynares Multi-Purpose Covered Courts at Brgy. CCI., 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. VNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

SÍDNEY B. SORIANO

12/10/2019 # 12

## CONSTRUCTION AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 716, 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, RESECCA A, YNARES, herein referred to as the PROVINCE; and

This AGREEMENT made and entered into by and between:

4-3- ****Leab ************************************	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic and office address at	of the Philippines, with principal place of business
and office address at	and herein represented by its
Proprietor/President/ General Manager, citizen, single/matried, resident of	of legal age, Filipino
citizen, single/matried, resident of	hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	<del></del> :

# Sepresticat/Regale of Teares Mattipurpore Covered Course at Sept.

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

| December | De

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

1. The whole works subject matter of this Agreement shall be completed within the 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. 15, 20 2015
- 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
- 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;

Con States PROVINCE hereby sourning to may	<u>ing</u> © <b>934TR 46TP9</b> 4 iba 1,455, <b>97</b> 0	panagno cadaBESOS Lan
	1P	) Philippine

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

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

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

Without projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/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 \_\_\_\_\_\_\_ day of 2 3 DEC 2019 \_\_\_\_\_ at Antipolo City.

S.B. SORIANO CONSTRUCTION \_\_\_\_\_ RIZAL PROVINCIAL GOVERNMENT \_\_\_\_\_\_ By:

\_\_\_\_\_\_ By:

\_\_\_\_\_\_ STEMET SORIANO \_\_\_\_\_\_ REBECCA A. YNARES \_\_\_\_\_\_ Governor \_\_\_\_\_\_ Governor \_\_\_\_\_\_ WITNESSES \_\_\_\_\_\_ MARISSA N. CLEOFAS \_\_\_\_\_\_ MA VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Prescuted	<u>Date</u>	Place
HON, REBEÖCA A. YNARES	Passport No. P\$239281A	August 5, 2028	Manila
SIDNEY SORIANO	TIN NO. 233-687-269	<del></del>	

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

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

Improvement/Repair of Ynsres Multi-Purpose Covered Courts at Brgy. GCL, Morong, Rizal

WITNESS MY HAND AND SEAU this ... Antipolo City.

Doc No. 94 Page No. 95 Dock No. 95

Smicr 20

day of Other Zillia

at Rival Proyencial Capitol,

PTR NO. 1112038\$A IBP ROLL NO. 55320 LIFETIS'S TOUL NO. 660A7



#### NOTICE TO PROCEED

02 January, 2020

MR. HENRY V. MASIKIP MVH CONSTN. AND GENERAL SERVICES Pililla, Rizal

Dear Mr. Masikip:

The attached Contract Agreement having been approved, notice is hereby given to MVH CONSTN. AND GENERAL SERVICES—that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court and Improvement of Stage at Brgy. Takungan, Plitta, 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

Lacknowledge receipt of this Notice on:

1-41-2020 ......

Authorized Signature:

Name of the Representative of the Bidder:

HENRY V-MASUKIP

## CONSTRUCTION AGREEMENT (2

KNOW ALL MEN BY THESE PRESENTS:

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This	AGREEMEN?	F made a	and cotered	into b	bas ve	between:
* m *	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		M. 100 - 1111-11-1			

	The PR	OVINCLA	L GOVE	RNMENT (	OF RIZAL	., a local gov	erameni	L unit,	<b>ர்யி</b> y சுஜவ்	izod and
existing	under	Republic	Act No.	7160, with	scat of	government	at the	Rizal	Provincial	Capitol,
Circumt	erential	Road cor	ner P. Oliv	veros St., B	rgy. San F	logue, Antipo	olo City,	тертез	sented in the	is act by
its GOV	ERNO	R, HON. 6	REBECCA	A. YNARE	S, borein	referred to as	the PRO	)VINC	E; and	

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pililla High and herein represented by its Proprietor/President/ General Manager, Pililla Right , of legal age, Filipino citizen, single/married, resident of Pililla Right , hereinafter referred to as the CONTRACTOR WITNESSETH, That

# Repair/Repainting of Ymeres Multipurpose Covered Court and Improvement of Stage at Brgy. Takungen, Pilille, 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 December 10, 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 Six Bundred Ninety Kine Theorem Six Bundred Pirty

Seven Perox 24/100 (P 599, 577, 24), 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 Eight (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. 15, 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 Occuments including all the discuments/statements contained in the winning bidder/s two (2) bidding envelopes
  - b. 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 CONFRACTOR, 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 tix Rendred Rinety Nine Thousand Sir. Amdred Fifty Seven Pesos and 24/100 (P 699.657.24 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this Agreementas 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 Pine Thomas Eight Bundred Finety Seven Peson and 17/190

  Philippine Currency, in the form of Performance Fond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period:
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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 projectice 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, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, 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 of acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have bereunto signed this Agreement this \_\_\_\_\_\_ day of 2 DEC 2019 at Antinolo City at Antipolo City. MVH CONSTRUCTION & GENERAL RIZAL PROVINCIAL GOVERNMENT England Corporation By: By: Probries / Manager Fresident WITNESSES MARISSA N. CLEDEAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented <u>Piacc</u> Name/Entity Passport No. P8239281A August 5, 2028 Marika HON, REBECCA A, YNARES TIN NO. 207-839-779 HENRY V. MASIKIP · all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

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

Repair/Repainting of Ynares Multi-Purpose Covered Court and Improvement of Stage at Bugy, Teknagan, Pililla, Rizal

WITNESS MY HAND AND SE	AL thisday o <b>2 7 DEC_2010</b> at Rizal Provincial Capitol
Antipolo City.	SVA-l-
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#### NOTICE TO PROCEED

07 January, 2020

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

Dear Mr. Magno:

The atrached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTN. that work may proceed on the Constn. of Perimeter Fence at Virgilio B. Melendres Mem. Elem. School, Brgy. Tukungan, Pilitla, 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. WNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

1-4-5050

OC. MAGNO

12/10/2019 # 14

## CONSTRUCTION AGREEMENT |4

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

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

Proceet Degineering Construction	a sole 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 Thytay Rizel	
Proprietor/President/General Manager, Danilo	
citizen, single/married, resident of Taytay,	Rizol , hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	<del></del>

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RE'SB Rem. 3. 8. 2019 aamely:

Construction of Perimeter Pence at Virgilio B. Helendres Mem. Clem. chool, Ergy. Takungon, Pililla, Sizel

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 December 10. 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 Seventy Thousand Three Bandred Cone esos and 55/100 (P 3.070.301.55 ), 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 <a href="mailto:iinety Jix">iinety Jix</a> (\_95) 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 berein by way of reference, namely:
  - a. SP Ordinance No. HFSB Re. 3, s. 2019
  - b. Cortificate 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 bidder/s two (2) bidding covelopes
  - h, Bid Sccurity
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - 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 Seventy Thomand Three Sundred One 1 esos and 55/100

  (P 3,070,301.55), 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 Nine Bundred Twenty Cas Thousand Minety exact and 45/400 (P924,090.46 )

  Philippine Currency, in the form of Performance Sond as a recasure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Confractor undertakes to post a warranty security to gnarantee performance of bis responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the Cimeral 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-teath 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 Emity may reseind 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;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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, disputes that are within the competence of the Construction Industry Arbitration. Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/molertaking 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 hable for civil fiebility or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to IN WITNESS WHEREOF, the parties have bereunto signed this Agreement this \_\_\_\_\_ day of JAN 2020 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT ir com -neineering Construction Entity/Firm/Corporation By: By: REBECCA A. YNARES Magno Governor . Proprietor/Manager/President WITNESSES MARISSA N. CLEDEAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ) S.S. ANTIPOLO CITY REPORE ME, a Notary Public for and in Antipolo City, personally appeared the following <u>Place</u> Date Valid ID Presented Name/Entity Manila Passport No. P8239281A August 5, 2028 HON, REBECCA A, YNARES TIN -130-361-254 mailo Nagno all known to me and to me known to be the same person's who executed the foregoing instrument and anknowledgment 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 Perimeter Pence at Virgilio E. Melandres Nec. Slems

chool, Brgy. Takungan, Pililla, Kiza	o.
WITNESS MY HAND AND SEAL this Antipolo City.  Doe No	day of JAN 2028 Rizal Provincial Capitol,  ACTIV. MARION 1 METRAYA ADAMOS  NOTARY PURPLE JULIET  APPENDING OF OF ROLL OF ACTIV. NAMES 300  PTR 100. 1.77 600 7.34 / 21 ZAL  BBP LIFETIME ROLL NO 69047/91ZAL



#### NOTICE TO PROCRED

07 January, 2020

MR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Mr. Villaroman:

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

Construction of Double Box Culvert at T. Daria St. (Bullag Creek), Brgg. Niagan, Pliilla, 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:

1-9-2010

Authorized Signature:

Name of the Representative of the Bidder:

AZÔC. VILLAROMAN

## CONSTRUCTION AGREEMENT 15

#### KNOW ALL MEN BY THESE PRESENTS:

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

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliverus St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
	terd 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 Baran, Plant, and herein represented by its Proprietor/President/General Manager, Republic Villaretten, of legal age, Filipino citizen, single/married, resident of Reven, Rigal, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that centain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 17, 8, 2019 namely:
	Construction of Pouble Box Gulvert at T. Daris St. (Batles Cresk) Brgy. Niogen, Pililla, Risal
•	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within Seventy Tree (72) 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:
,	<ul> <li>a. SP Ordinance No. 17 a. 2019</li> <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 Conformitythereto</li> <li>k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184</li> </ul>
	<ol> <li>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;</li> </ol>
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

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

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

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

- 1 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 Endered Fifty Four Three Sight Employed.

  One Peace and 18/100...

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

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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, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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 automitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the birdling 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. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/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 Ammole City. RIZAL PROVINCIAL GOVERNMENT Lard Builders Entity/Firm/Corporation By: By: REBECCA A. YNARES Prate Villeren Governor & Proprietor/Manager/President WITNESSES Marissa n. Cleofas NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity Passport No. P8239281A August 5, 2028 Marila HON, REBECCA A. YNARES TIN - 119-041-448 R mato Villaresen all known to me and to me known to be the same person's who excepted the foregoing instrument and

arknowledgment 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 Poshle Sex Culvert at T. Daris St. (Estlag Creek)

Bray, Midson, Pillis, Alsel	
WITNESS MY HAND AND SEAL this Antipolo City.  Doe No Page No Buck No Series 20	ATTY. MARY SALVE PROVIDED Capitol,  ATTY. MARY SALVE PRAYA ADAMOS  NOTARY POLICE PROVIDED TO A PER NO. 157 600 J. SALVE ZAL  BELIFETIME ROLL NO. 000 CALVE ZAL  BELIFETIME ROLL NO. 000 CALVE ZAL
	ter an element to the it is the



NOTICE TO PROCEED

07 January, 2020

MS. MARIA TERESITA F. PAMINTUAN MJP CONSTN. AND DEVT, CORP. Baras, Rizal

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to MJP CONSTN. AND BEVT. CORP.—that work may proceed on the Concrete Reblocking of Bagumbayan Feeder Road, Brgy. Bagumbayan, Pilitta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

j. 0<u>. 1</u>220

Authorized Signature:

Name of the Representative of the Bidder: MARIA TERESIT.

MARIA TERESITA F, PAMINTUAN

# 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. 7160, with scat 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 <a href="Birms.fitsl">Birms.fitsl</a> and herein represented by its Proprietor/President/General Manager. <a href="Maria larges1ta">Maria larges1ta</a> Following the laws of the Republic of the Philippines, with principal place of business and office address at <a href="Birms.fitsl">Birms.fitsl</a> and herein represented by its Proprietor/President/General Manager. <a href="Maria larges1ta">Maria larges1ta</a> Following the laws of the Philippines, with principal place of business and herein represented by its Proprietor/President/General Manager. <a href="Maria larges1ta">Maria larges1ta</a> Following the laws of the Republic of the Philippines, with principal place of business and herein represented by its Proprietor/President/General Manager. <a href="Maria larges1ta">Maria larges1ta</a> Following the laws of the Republic of the Philippines, with principal place of business and herein represented by its Proprietor/President/General Manager. <a href="Maria larges1ta">Maria larges1ta</a> and herein represented by its Proprietor/President/General Manager. <a href="Maria larges1ta">Maria larges1ta</a> and herein represented by its Proprietor/President/General Manager. <a href="Maria larges1ta">Maria larges1ta</a> and herein represented by its Proprietor/President/General Manager. <a href="Maria larges1ta">Maria larges1ta</a> and herein represented by its Proprietor/President/General Manager. <a href="Maria larges1ta">Maria larges1ta</a> and herein represented by its Proprietor/President/General Manager. <a href="Maria larges1ta">Maria larges1ta</a> and herein represented by its Proprietor/President/General Manager. <a href="Maria larges1ta">Maria larges1ta</a> and herein represented by its Proprietor/President/General Manager. <a href="Maria larges1ta">Maria larges1ta</a> and herein represented by a second discounter of the Philippines.			
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed to pursuant of the Sangguniang Panlalawigan Ordinance No. 17, 4, 2019 namely:			
.oncrete Weblooking of Saquebuy.n .ecker Sout, Brgy, Baumbayan, Willia, Rissi			
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding beld last			
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto bereby agree as follows			
1. The whole works subject matter of this Agreement shall be completed within <a href="https://www.eventy">www.eventy</a> (70) 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 berein by way of reference, namely:			
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:  a. SP Ordinance No. 17, 1, 2019			
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:  a. SP Ordinance No. 17. 1. 2019 b. Certificate of Availability of Funds			
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:  a. SP Ordinance No. 47. 5. 2019 b. Contificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate			
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. 17. 2019 b. Certificate of Availability of Fonds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule			
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:  a. SP Ordinance No. 17, 10, 2019 b. Certificate of Availability of Fonds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest			
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. 17. 2019 b. Certificate of Availability of Fonds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule			
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:  a. SP Ordinance No. 17, 10, 2019 b. Certificate of Availability of Fonds 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 b. Bid Security			
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berowith and incorporated herein by way of reference, namely:  a. SP Ordinance No. 47, 5, 2019 b. Certificate of Availability of Fonds 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			
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:  a. SP Ordinance No. 17, 10, 2019 b. Certificate of Availability of Fonds 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 b. Bid Security			
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berowith and incorporated herein by way of reference, namely:  a. SP Ordinance No. 17. 2. 2019 b. Certificate of Availability of Fonds 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 b. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto			
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:  a. SP Ordinance No. 17. 10. 2019 b. Confifeate 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 b. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the			
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:  a. SP Ordinance No. 17			

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Sector Track Three Thr
- 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 to 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."

- 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, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12 The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13, in this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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 arbitration under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 918%, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITHNESS WHEREOF, the	parties have hereunto si polo City.	gned this Agreement this	đay of
Emity/Firm/Corporation	py• RIZA	L PROVINCIAL GOVE	RNMENT
By.	By:	R	
<i></i>	<b></b>	REBECCA A. YNARE	s.
Proprietor/Manager/President	<del></del>	Governor	
<u>-</u>	WITNESSES		
<u>-5</u>		9/	
MARISSA N. CLEOPAS.		MA, VICTORIA B, TI	e <u>l</u> a <b>da</b>
NOTA	ARIAL ACKNOWLEDG	CMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ') S	i. <b>s</b> .	-	
BEFORE MÉ, a Notary Public	for and in Antipolo City,	personally appeared the	following
Name/Embly	Valid IQ Presented	Qata	Place
HON REBECCA A. YNARES	Passport No. P\$239281A	August 5, 2028	Manila
. Caria Devesita D. Cardetuda		<b>5</b>	
all known to me and to me known to acknowledgment that the same is their fr present	be the same person/s w	he executed the foregoing	g instrument and they respectively
This instrument, consisting of the written and has been signed by the parties	hree (3) pages including a hereto in each and every	this page wherein this so page hereof, refers to the s	imovvledgment is Agreement for:
Congrete Peblocking o	f Be, web: gost inode	e Coud. Gery. Horne	b*y*::,
WITNESS MY HAND AND SE Antipolo City.		0 7 JAN 2020 at Rizal !	Provincial Capitol,
Page No. Book No. Series 20	F	P. MOREOVAN PUBL HOTAR / C. P. J. S.	- 0.2 - 0.2 Bust 21, 10, 1 Byan <b>Vov</b> ed
			(0.65320 737., 21 <b>2</b> 8L

ESP LISTIME ROLL HO GOORY /RIZAL



#### NOTICE TO PROCEED

07 January, 2020

MS. MARIA LOIDA C. NOCON SAN RAPAEL BUILDERS Rodriguez, Rizal

Dear Ms. Nocon:

The attached Contract Agreement having been approved, notice is hereby given to SAN RAFAEL BUILDERS—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Kosiglahan Village, Phase 1K, 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, YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

1-2020

MARIA LOIDA C. NOCON

## CONSTRUCTION AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS.

This AGREEMENT made and entered into by and between:

THIS AGREEMENT made and entered into by and octwood.
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
cen Bafael Buildern, 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 Proprietor/President/ General Manager, Maria Loida C. Nocon , of legal age, Filipino citizen, single/married, resident of Republic of the Philippines, with principal place of business and herein represented by its proprietor/President/ General Manager, Maria Loida C. Nocon , of legal age, Filipino citizen, single/married, resident of Republic of the Philippines, with principal place of business and herein represented by its proprietor/President/ General Manager, Maria Loida C. Nocon , of legal age, Filipino citizen, single/married, resident of Republic of the Philippines, with principal place of business and herein represented by its proprietor/President/ General Manager, Maria Loida C. Nocon , of legal age, Filipino citizen, single/married, resident of Republic of the Philippines, with principal place of business and herein represented by its proprietor/President/ General Manager, Maria Loida C. Nocon , of legal age, Filipino citizen, single/married, resident of Republic of the Philippines with principal place of business and herein represented by its proprietor/President/ General Manager, Maria Loida C. Nocon , of legal age, Filipino citizen, single/married, resident of Republic of the Philippines with principal place of business and herein represented by its proprietor/President of the Philippines with principal place of the Philippines with
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlahwagan Ordinance No. 15, 6, 2019 namely:
Construction/Provision of Wash Facilities (Water, Samitation & Mygiene) for Evacuation Center at Kasiglahan Village, Phase 18, Brgy. Sam Jese, Rodrigues, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 10, 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 Eight Hundred Five Thousand Two Bundred Seventy Eight
consideration of the amount of Eight Rundred Five Thomsand Two admires Severy
i ecos and 41/100 (P 805,276,41 ). Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Leventy (20) calcular 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. 15. 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
<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> </ul>
h. Bid Security
i, Addenda and Supplemental Bulletins
<ul> <li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li> <li>k, Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the</li> </ul>
Rules and Regulations implementing R.A. No. 9184
raids and regulations suprementally said and a second
<ol> <li>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;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Light Hundred Pive Thousand Two Rundred Seventy Eight Pesos and W/100
(P 505,275,41 ), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works
unless otherwise agreed by the parties, subject of this Agreementas 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 Sundred Forty Cas Thousand Five Sundred ichty Three Fesos and 52/100

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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, nainimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVENCE 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 only 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. 376, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 918%, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/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 [] 2 JAN 2020 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Sen Rafael Builders Emity/Firm/Corporation By: REBECCA A. YNARES Governor & Proprietor/Manager/President WITNESSES CLEMFAS MARISSA N. NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ' ) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name/Entity August 5, 2028 Passport No. P8239281A Manila HON, REBECCA A. YNARES TIN - 910-996+316 Maria Loida C. Noson 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 conty that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Kasiglatan Village, Phase 1K, Brgy. San Jose, Nodrigues, Risal day of 0 7 JAN 2020 at Rizal Provincial Capitol, WITNESS MY HAND AND SEAL this

ATIV. MARKA SALVE PIKAPA

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Antipolo City.

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# Provincial Government of Rizal

## OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

07 January, 2020

MR. MARIO C. SANDIL SAN IGMEDIO BUILDERS INC. Pandi Bulacan

Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to SAN IGMEDIO BUILDERS INC. that work may proceed on the Construction of Stone Masonry for Stope Protection & Concreting of Road at Spillway 1,2,3 & 4, Mascap River, Brgg. Mascap, 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 & YNARES

Governor.

I acknowledge receipt of this Notice on:

1. 9. 2020

Authorized Signature:

Name of the Representative of the Bidder:

# 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. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
SAN IGNEDIO BUILDERS, 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 Pendi, Bulacen, and herein represented by its Proprietor/President/ General Manager, MARIO C. SANDIL, of legal age, Filipino citizen, single/marned, resident of Pandi, Bulacen, 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.17, S. 2019namely:
Construction of Stone Maronry for Slope Protection & Concreting of Road et Smillway 1, 2, 3 & 4, Mescap River, Ergy. Mascap, Rodriguez, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10 December 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 Seven Bundred Thirty-Four Thousand  Thirty-Fight Person & 64/100 (13, 734,038,64), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
I. The whole works subject matter of this Agreement shall be completed within One Hundred Eighty (180) calendar days, in accordance with the provisious 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. 27,    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
<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>b. Bid Security</li> </ul>
i. Addends 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
<ol><li>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;</li></ol>
3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Seven Hundred Thirty-Four Thousand Thirty-Eight Pesos 6  64/100 (p3,734,038,64 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Birl 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 One Hundred Twenty Thousand Two

  Forkinged Eleven Pesos & 39/100

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedied 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 projudice 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 PROVENCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WEEDOF, the parties have bereinto signed this Agreement this \_\_\_\_\_\_day
at Amipolo City.

SAC: ICASDIO BUILDERS, INC. RIZAL PROVINCIAL GOVERNMENT
Entity/Firm/Corporation

By:

MARIO C. SANDII. REBECCA A YNARES
Governor Governor WITNESSES

MARISSA N. CLEOFAS \_\_\_\_\_\_\_WA VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place

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

MARIO C. SARDIL TIN NO. 007-857-800

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

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:

Construction of Stone Masonry for Slope Protestion & Concreting of Road at Spillwey 1, 2, 3 & 4, Mescap River, Brgy. Mascap, Rodrigues, Risal

WITNESS MY HAND AND SEAL this	day of 7 JAN 2020 at Rizal Provincial Capitol,
Antipolo City.	(2) _1 _/
Page No.	ATTY. MARIO TO A THE YA DOMOS
Book No\	NOTARY PURCHARY PURING
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	PTR NO. 4376/117301/RIZAL
	TRU FILE LINE KOTT 10 000 41 L'1996



#### NOTICE TO PROCEED

07 January, 2020.

MR. MARIO C. SANDIL SAN IGMEDIO BUILDERS INC. Pandi Bulacan

Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to SAN IGMEDIO BUILDERS INC. that work may proceed on the Constn. of Spillway at Puray River Sitia Mabola to Sitia Bagong Silang, Brgy.Puray,Rodriguez, 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 YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

12/10/2019 # 19

# CONSTRUCTION AGREEMENT 19

#### KNOW ALL MEN BY THESE PRESENTS:

this Agreement in conformity with the province of the Contract;

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. 716Q, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <b>Pandi</b> , Bullocan and herein represented by its Proprietor/President/ General Manager, table c. SANDIL of legal age, Filipino cirizen, single/married, resident of the Republic of the Philippines, with principal place of business and office address at <b>Pandi</b> , Bullocan and herein represented by its proprietor/President/ General Manager, table c. SANDIL of legal age, Filipino cirizen, single/married, resident of the Republic of the Philippines, with principal place of business and office address at <b>Pandi</b> , SANDIL of legal age, Filipino cirizen, single/married, resident of the Republic of the Philippines, with principal place of business and office address at <b>Pandi</b> , SANDIL of legal age, Filipino cirizen, single/married, resident of the Republic of the Philippines, with principal place of business and office address at <b>Pandi</b> , SANDIL of legal age, Filipino cirizen, single/married, resident of the Republic of the Philippines, with principal place of business and office address at <b>Pandi</b> , SANDIL of legal age, Filipino cirizen, single/married, resident of the Republic of the Philippines, with principal place of business and office address at <b>Pandi</b> , SANDIL of legal age, Filipine cirizen, single/married, resident of the Republic of the Philippines, with principal place of business and office address at the sand t
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 17, 3, 2019 namely:
Margaretion of Spillway at Powey River, Sitto Matolo to Sitto Begong Silange Erry. Euray, Rodrigues, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10 breacher 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 The Million eight Handred Turce Thousand Nine tandard Turnet Press 4 32/100 (P2, 803, 925.32). Philippine Carreacy.
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 Ninety-Two (
a. SP Ordinance No. 17. 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 Scenity
i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Cortificate/NFCC/Cettificate 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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS that Handred Three Thousand Mine Sundred Twenty-Five Fees 4

52/100 (P2,803,925.52 \_\_), Philippine

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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 48	spewerkathn Costractor has tensionathe
	· <del></del>
Ferton and the	
Philippine Currency, in the form of	as a measure of guarantee for the
faithful compliance of and compliance with his obligat	tions under this Agreement and all
papers/documents in support thereto and/or incorporated here	ewith, 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 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, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinear 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 cases 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 WITH HAS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_ day of at Actipolo City. SAN DE MO CONTERS, INC. RIZAL PROVINCIAL GOVERNMENT Pauty/Firm/Corporation By: afroto<sup>N</sup>C. SANOEL Proprietor/Manager/President Governor O WITNESSES N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY \* ) S.S. BRFORE ME, a Notary Public for and in Antipolo City, personally appeared the following <u>Place</u> Valid ID Presented Date Name Entity August 5, 2028 Manile Passport No. P8239281A HON, REBECCA A, YNARES HARIO C. SARDIL TIN NO. 007-857-800 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 риезели. This instrument, consisting of three (3) pages including this page wherein this selmowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of Spillway et Fursy River, Sitio Nubelo to Sitie Segong Silange Bray. Pursy, Rodrigues, Rivel day of 0 7 JAN 2020 Rizal Provincial Capitol, WITNESS MY HAND AND SEAL this \_\_\_\_

V. MARIN ON WE PHRAVA ADAMOS NOTARY PUBLIC UNITEDED ST. LC21 APRIL OF ATTY, NO. 25320 PIR NO. 137600 734 ARIZAL

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Antipolo City.

Doc No.

Series 20



#### NOTICE TO PROCEED

02 January, 2020

MR. CARLOS S. GERONIMO CSGER CONSTN. CORP. Rodriguez, Rizal

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTN. CORP. that work may proceed on the Repair/Improvement of Ynares School Building, Ynares Stage & Perimeter Fence at Catmon Elem. School, Brgy. San Rafael, Rodriguez, Bizal 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:

1-0-2022

Authorized Signature:

Name of the Representative of the Bidder:

12/10/2019 # 20

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON REHECCA 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 <b>leaf-layer</b> , Risel and herein represented by its
Proprietor/President/ General Manager, CARLOS CARCELED , of legal age, Filipino
citizen, single/married, resident of <b>Entriques, Risel</b> , bereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoniang Pantalawigan Ordinance No. 154 9. 2019
Repair/Improvement of Yannes School Suilding, Thorse Stage & Perimeter Femore et Catner Elementary School, Brgy. San Refeat, Redriguez, Sisel
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 19 Beautier 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 hid documents, approved plans, program of works and specification in consideration of the amount of the heartest Staty in the Indiana Product Constitution of the amount of the a
73/100 (P 963,012.73 ), 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 the completed within 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. 15, 0. 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
bidder/s two (2) bidding envelopes
h. Bid Security
<ol> <li>i. Addenda and Supplemental Buffetins</li> <li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li> </ol>
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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Rice Bandred Sixty-Three Thousand Trailes Passes 4 73/100

Carrency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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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this Agreement in conformity with the province of the Contract;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS 

The Mandred Righty-Right Thousand Right

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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 resemble under the contract, without projudice to other courses of action and remedies available under the circumstances."

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

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

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 hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 918%, 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 set or acts in question or both at the discretion of the Courts.

Surisdiction over civil cases 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 becomes signed this Agreement this 2 3 DEC 2019 at Antipolo City. CECER CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSES CLEOFAS <u>MA, VICTORIA B. TCIADA</u>

#### NOTARIAL ACKNOWLEDGMENT

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

to resort to other alternative modes of disputes resolution.

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

Valid ID Presented Place Date Name/Entity August 5, 2028 Passport No. P8239281A Manila HON, REBECCA A. YNARES TIR NO. 009-082-732 CARLOS GERONIMO

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 easity that they respectively present.

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

Repair/Improvement of Ynames School Bldg., Ynames Stage & Perimeter Pence at Catmon Elementary School, Brgy. San Rafael, Rodriguez, Rizal

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WITNESS MY HAND AND SI	2 7 DEC 2019 EAL, thisday of at Rizal/Provincial Capitot.
Antipolo City.	6001
Doc No. 497	ATTY, MARIA BALVE BURAYA SEAMUS. NOTARY FUBLIC JAPPE NO 18-14
Page No. 27 Dock No. 27	TAYTAY CAROTARROSSIRGIEN HEOLO
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# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

07 January, 2020

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 Rehabilitation/Concreting of Road Lot 2 at Graceland Subd., Brgy, Ampid 2, San Mateo, 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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12/10/2019 # 21

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This ACKERMEN I made and emered into by said botween.
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No 7160, with scat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein 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 Tenny, Risel and herein represented by its Proprietor/President/General Manager, PORTIRIO MIRA of legal age, Filipine citizen, single/married, resident of Tanny, Risel bereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed it pursuant of the Sanggoniang Panlalawigan Ordinance No. 17, 5, 2019 namely:
Rehebilitation/Concreting of Road Lot 2 at Gressland Subd., Brgy. Ampid 2, San Nateo, Bisal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last 10 December 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 the Nillion three Handred Forty-Six Thousand Two Handred Forty-Two Peece 8 87/100 (P1,346,242,87), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed with the provisions of the Bi Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:
<ul> <li>a. SP Ordinance No. 17, s. 2019</li> <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> </ul>
b. Bid Security  i. Addenda and Supplemental Bulletins

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- j. Notice of Award of Contract and the Contractor's Conformitythereto
- 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

  One Hillian Three iterative Forty-Six Thousand Two Handred Forty-Two Peece

  6 87/100 (P 1,346,242,87), Philippine

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS For Handred Three Thousand Hight Handred Seventy-Top Poster & 16/100 (P 403,972.86)

  Philippine Currency in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period:
- 7. For the duration of the Contract, a Contractor's All Risk insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether tiquidated 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 reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12 The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the 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, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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. 9189, 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.

Airisdiction over civil cases 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-AVITNESS WHEREOF, 0 2 JAN 2020 at	the parties have becounts signed Antipolo City.	I this Agreement this	duy of
JED-D <sup>2</sup> INTERPRISES	RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		r	
By:	Ву:	∱	
PORFIRIO-MINA	R1	EBECCA A. YNARE	S
Proprietor/Manager/President		Governoes	
	WITNESSES		
	•		
MARISSA N. CLEOFAS		IA. VICTORIA B. TI	<u>EJADA</u>
N	OTARIAL ACKNOWLEDGMI	דא:	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	S) )\$.s.		
BEFORE ME, a Notary Pul	blic for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
PORTERIO HINA	TIN NO. 154-422-889		
all known to me and to me known acknowledgment that the same is the present.	to be the same person's who e ir free voluntary act and deed as	executed the foregoing well as the entity that	g instrument and they respectively
This instrument, consisting written and has been signed by the pa	of three (3) pages including this aties hereto in each and every page	page wherein this ac a hereof, refers to the	knowledgment is Agreement for:
Rebebilitation/Constation San Mates, Risel	ng of Boad Lot 2 at Grape	Land Subd., Brg	y. Ampid 2,
. 5			
	<b>⊼</b>	T IAM hono	
WITNESS MY HAND AND Amipolo City.	SEAL thisday of 10	LANCE ZEZA RIZAL	Provincial Capitot,
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	PTI	t NO. 137 600 7	3/1/R1 <b>Z</b> AL

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#### NOTICE TO PROCEED

07 January, 2020

MR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Mr. Villaroman;

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

Rehabilitation/Concreting of Road Lot 6 at Graceland Subd., Brgy. Ampid 2, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

1-4-2020

Authorized Signature.

Name of the Representative of the Bidder;

ENATOX, VILLAROMAN

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	1108/10/2007/00/17 1100/0 100/0 101/0 1/7
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7165, 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
	Lard Builders , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Barna, Rizel , and herein represented by its Proprietor/President/ General Manager, Runsto Villeroman , of legal age, Filipino citizen, single/married, resident of Barna, Rival , hereinafter refurred to as the CONTRACTOR WIINESSEIH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 174 8. 2019 namely:
	Rehabilitation/Concreting of Road Lot 5 at Graceland Sebd., Brgy. Ampid B. Can Mateo, Risel
À.	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 Becapter 10, 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 Six Rundred Seventy Four Thousand Rine Bundred 18th:  Feace and 83/100 (P 674,980.83), Philippine Carrency.
	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 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. 174 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
9	<ul> <li>i. Addenda and Supplemental Bulletins</li> <li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li> <li>k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184</li> </ul>
	<ol> <li>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;</li> </ol>
1	3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Six Rundred Seventy Four Thousand Sine hundred sightly Pesos and 83/100 (P 674,900,83 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreements 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; 22
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance scenity of PESOS. Two hundred Two Thousand Pour hundred Ninety.

  Pour Pesos and 24/100.

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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 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, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change? order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to.
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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 stall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, "that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

#### NOTARIAL ACKNOWLEDGMENT

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

Name/Entity Valid ID Presented Date Place

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

Renato Villaronen TIN - 119-04:2-448

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

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

Rehabilitation/Compreting of Road Lot 0 at Graceland Subder Segra Apple

WITNESS MY HAND AND SEAL this	day of 7 JAN 2020 at Rizal Provincial Capitol.
Page No. Sunck No. Sunck 20	ATTY, MARIA CALVES PHEAVA ADAMOS NOTARY POSLET TO THE SELECTION
-	7,997,3000,000 <b>7</b> RMU, 05,6777, NN, 553 <b>20</b> PTR NO, 157,6007,347,81784 18011957085,880, NO, 40040, MIZBL





#### NOTICE TO PROCEED

07 January, 2020

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

Dear Mr. Manlapit;

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVT. CORP. that work may proceed on the Impre/Repair of Ynares Multi-Purpose Covered Court at Brgy. Dulong Bayan H,San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidger: JUAN PAOLO MIGUEL E. MANLAPIT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumforential Read corner P. Oliveros St., Bigy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARPS, 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 0.012 City and herein represented by its Proprietor/President/General Manager, Juan .gulo Figuel F. Kanlapit of legal age, Filipino citizen, single/married, resident of contractor o

WHEREAS, the PROVINCE declares that centain infrastructure works should be constructed in persuant of the Sangguttiang Panialawigan Ordinance No. 18, 8, 2019 \_\_\_\_\_\_ namely:

Improvement/Repair of Ymares Aultipurpose Covered Court at Brgy. Aulong Layen II. San Myteo, 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 December 10, 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 Elliton Three identiced Chirty Four Thousand Line undered Courteen Peace and \$1/300.

(P 4,334,914,81), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within the Hyndred Forty (140) 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 berein by way of reference, namely:
  - a. SP Ordinance No. 18, a, 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 bidder/s two (2) bidding covelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - 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 Killian Three Handred Thirty Four Thousand Nine Standard Fourteen Fesos —
  and 81/100 (P 4.334.614.81). 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 One 1.111 on Three Rundred Thousand Four Eundred eventy Four Feace and 44/100 (P 1,300,404,44)

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

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

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 wolfare 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 bave no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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 univarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Inriediction over civil cases 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	e parties have hereunto signed tipolo City.	this Agreement this	day of
I. meship ce Devit. Corp.  Entity/Firm/Corporation	RIZAL PR	OVINCIAL GOVE	RNMENT
Ву:	By:	Š	
Ju: n/20/13/2017 Proprietor/Neanager/President	pit RE	BECCA A. YNARE Governor &	\$
( Cy	WITNESSES		
MARTSSA N. CLEDFAS	· M	a victoryxa ti	<u>adata</u>
NOT	ARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHELIPPINES) ANTIPOLO CITY	S.S.		
BEFORE ME, a Notary Public	for and in Antipolo City, pers	onally appeared the	following
Name/Entity	Valid ID Prescuted	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
Juan Foulo Miguel & Manlepi	t_RIN = 000-159-917		
all known to me and to me known to acknowledgment that the same is their fi present.	be the same person/s who ex rec voluntary set and deed as w	receited the foregoing rell as the entity that	g instructent and they respectively
This instrument, consisting of twritten and has been signed by the partie			
Improvement/Repair of Pryon FI, lam H teo, Hizel	Ymares Emiltipur ode Co	vered Court at :	Brgy. Pulons
WITNESS MY HAND AND SE	AL thisday of	JAN 2020 ar Rizal i	rovincial Capitol,
Doc No. Page No. Book No.	ATTY, MA	SA La - L	/ ) GYA NOAMOS
Series 20 71	RATON	X 24846, 05147 A261, No. 1544	Deli dibada 1 O <b>2</b>
		MEL 9 - 2007, <b>N</b> 9 NO. 107 50 <b>0</b> 70	

HER LIFETIME ROLL NO DOUGHT IPIZEL



#### NOTICE TO PROCEED

02 January, 2020

MR. CECIL P. FRANCISCO C.P.F. CONSTRUCTION Cardona, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to C.P.F. CONSTRUCTION—that work may proceed on the Repair of Fence at Sampaloc Etem. School, Brgy. Sampaloc, Tanay, Rical effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CECIL P. FRANCISCO

12/10/2019 # 24

### CONSTRUCTION AGREEMENT $\mathcal{J}^0$

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This Proceedings of the Control of t
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160 with seat of government at the Rizal Provincial Capitol, Circumferential Read corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, 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 Condots, Misc. and herein represented by its Proprietor/President/ General Manager, Coall To Frenties of legal age, Filipino citizen, single/married, resident of Cardons, Risa; 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. 15, 00 2019 namely:
Permir of Years at Sampales whose Johnsol, Brey, Sampales, Tanay, Missl
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 <b>Percentage 10.</b> 1019, 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 <b>Sevent Bundred Techniq Teach Theorems</b> , 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 ( ) 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. 15. a. 2019 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
E. Construction Schodule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes  b. Bid Security
i, Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto
A 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;
this Agreement in community with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven hindred theaty four Thousand els Fundred Caronty Five Passe and 79/100.

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

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

(P 724,675.79

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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 Everteed Seventeen Theretaed Tour Rundred

The Lane and 71/400 (P 21/2-102-73)

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

- 6. Contractor undertakes to post a warranty scennity to guarantee performance of his responsibilities in ease 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 to the implementation of this Agreement;

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

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

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

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

#### NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place

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

CECIL P. PRANCISCO 73N NO. 124-335-980

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 mesent.

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:

Repeir of Fence et Sampeloc Elementary School, Brgy. Sampeloc, Tanay, Biral

WITNESS MY RAND AND S	BAL thisday of 7 7 DEC 2010 Rizal Provincial Capitol,
Antipolo City.	ATTY MAN A PONTED STATE
Dec No	#0.18-14 ₩0.18-14
Dock No	tay i a notary poblat. I antipolo Until Dycember 31, 2019
e.	615 NO. 11120209A
	IBP ROLL NO. 59320 Upe time woul no. 99047





#### NOTICE TO PROCEED

07 January, 2020

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 Installation of Solar Streetlights at Ipil-Ipil, Brgg. Cuyambay, 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:

Authorized Signature:

Name of the Representative of the Bidder:

1.4.2020

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This Action will be in the same of the sam
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7169, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Bigy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
Jedbpil Enterprises a sole proprietorship/private corporation, daly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Jelajala, Rical and herein represented by its Proprietor/President/ General Manager, Joselito A. Pillas of legal age, Filipino citizen, single/married, resident of Jalajala, Rizal bereinafter referred to as the CONTRACTOR WITNESSETTI, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pantalawigan Ordinance No. 45, 8, 2019 namely:
Installation of Soler Streetlights at Ipil-Ipil, Brgy. Cuyembay, Tenay, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held lastDecember_10_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 ofCne_Million_Nine_Eundred_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Fight_Finantied_Twenty_Five_Thousand_Finantied_Fina
. ). The whole works subject matter of this Agreement shall be completed within Sinty (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:
<ul> <li>a. SP Ordinance No. 15, 5, 2019</li> <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>b. Bid Security</li> <li>i. Addenda and Supplemental Bulletins</li> <li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li> <li>k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184</li> </ul>
Parties with wide and an analysis and an analy

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

One Hillion Ning immuned Twenty Five Thousand Eight fined that Twenty Two Penos

and 35/100 (F 1.025.822.35). Philippine
Correscy, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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.

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,

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

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;

K

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Rundred Seventy Seven Thousand Seven Standard Forty Six Pesos and 70/100 (P. 577.746.78)

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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 there or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or changeorder adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. in this words and expressions shall have the same meanings as respectively assigned to them 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 cutific the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR, Within the duration of the cootract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns only 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 I aw" Provided bowever. That, disputes that are within the competence of the Construction lodustry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing 25 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9181, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restination for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

works is/are located.	ipanty of the Cityanae of Rea	21 111000 411 222222	y-1,
IN WITNESS WHEREOF, the 0 2 JAN 2020st And	: partius have hereunto signed ipolo City.	this Agreement thus	day of
JORPH Enterprises  Emity/Firm/Corporation  By:  Joselito Fillas  Proprietor/Manager/President	By.	ROVINCIAL GOVER  BECCA A. YNARES  Governor	
MARISSA N. CLEOFAS	WITNESSES	IA <u>. VICTORIAB. TE</u>	<u>JADA</u>
ю	ARIAI. ACKNOWLEDGME	ENT.	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY	s.\$.		
BEFORE ME, a Notary Public	for and in Antipolo City, pen	socally appeared the i	following
Name/Entity	Valid_ID Presented	<u>Date</u>	Place
HON, REBÉCCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manda
Joselito Pillan	<u>TIN - 904-910-601</u>		
all known to me and to me known to acknowledgment that the same is their increase.  This instrument, consisting of written and has been signed by the particular contracts.	free voluntary act and deed as three (3) pages including this as hereto in each and every page	page wherein this ac chereaf, refers to the A	they respectively knowledgment is Agreement for:
Installation of Solar Tanay, Rizal	Streetlights at Ipil-I	pil, Brgy, Cuyan	bayq
WITNESS MY HAND AND SI Antipolo City.  Doc No. 17/ Page No 17/ Rock No. 37/ Series 20 7/	ATTY. M/ NOTAL	ASSESSED OF PIKE	Provincial Capitol.  YAMANOS  EG. J. 1011  O 7  ESSO  SAVELERIZAL  CONSTRIZAL

SUPPLIFETIME ROLL NO OPOUT/BIZAL





#### NOTICE TO PROCEED

07 January, 2020.

MR. JAMES G. NORA J.G. NORA BUILDERS Motong, Rizal

Dear Mr. Nora:

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

J.G. NORA BUILDERS—that work may proceed on the

Construction of Drainage Canal (portion) of Yujuico St., Brgy. Tabing Hog., 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:

Authorized Signature:

Name of the Representative of the Bidder:

1. 4. 4/20

JAMES G. NORA

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
	J.G. Norm Buildors , 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>Korong</u> , Rizal , and herein represented by its Proprietor/President/ General Manager, Jones fors , of legal age, Filipino citizen, single/married, resident of Horong, 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. 17, 10 2019 namely:
	Construction of Drainage Canal (portion) of Tujwiec St., Brgy. Tabing Ilog, Tandy, 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 December 10, 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 Eight Bundred Sighty Two Thousand Five Hundred Seventy Four Pesses and 57/100 (P 882,574.57), 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 Enventy Two (72) calendar days, in accordance with the provisions of the flid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated between by way of reference, namely:
8	a SP Ordinance No. 17, 6, 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 Compact 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
	<ol> <li>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;</li> </ol>
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Fight Bundred Eighty Two Theorems Five Bundred Seventy Four Feach and 57/100 (P 882.574.57 ). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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 employed of the PROVINCE, or any Government instrumentality to secure this Contract;

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS

  Two Rundred Sixty Four Thousand Seven Hundred

  Seventy Tve Fence and 37/100

  Philippine Currency, in the form of Performance Sound as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, reparding 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."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12 The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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 admirators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

IN WITNESS WHEREOF, the parties have bereunto signed this Agreement this \_\_\_\_\_\_ day

### Jan 2020 at Antipolo City.

### RIZAL PROVINCIAL GOVERNMENT

### Emity/Firm/Corporation

By:

### By:

### Proprietor/Manager/President

### WITNESSES

MARISSA N. CLEOFAS . MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

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

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

Valid ID Presented	Date	<u>Ptace</u>
Passport No. P823928&A	August 5, 2028	Manila
TTN = 115-111-548		
	Passport No. P823928&A	Passport No. P823928&A August 5, 2028

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 Conal (portion) of Yujuico St., Brgy. To ing Hos, Wenny, Risel

B 7 ...

WITNESS MY HAND AND SEAL this	day of
Antipola City.	
Des No. Page No. Book No.	HOLARY PROBLEM PUBLIC DEC. 51, 2021
Series 20	ROLL OF ATTY NO. 95320
	PTIR NO. 1376/10 730 1244
,	



#### NOTICE TO PROCEED

07 January, 2020

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

Concreting of School Ground and Construction of Drainage Canal at Pantay National High School, Sitio Pantay, Brgy. Dalig, Teresa, Rital 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:

1- 0-2020

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This remember to make and effected that by and warrant.
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
organized and existing under the laws of the Republic of the Philippines, with principal place of husiness and office address at <b>Nerveng.</b> Rizal , and herein represented by its Proprietor/President/ General Manager, Gerald Kann SJ Siles , of legal age, Filipine citizen, single/married, resident of Marons, Rizal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Rec. 4, c. 2019 namely:
Compreting of School Ground and Construction of Drainage Canal at Pentsy National National High School, Sitio Pentsy, Brgy. Dalig, Teresa, Bisal
WIEREAS, 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 December 10, 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
. 1. The whole works subject matter of this Agreement shall be completed withinighty ( 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. 2008 Res. 4, a. 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
bickler/s two (2) bidding envelopes  b. Bid Security  i, Addenda and Supplemental Buffetins

 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;

k. Credit Line Cartificate/NFCC/Cartificate of Cash Deposit issued in accordance to the

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

Rules and Regulations implementing R.A. No. 9184

3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PRSOS

— Cas Million One Rindred Twenty Seren Thrusand Five Hundred Rinety Four Perce

— (P 1-127-594-80), Philippine
Correccy, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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

Three Handred Thirty Eight Thousand Two Sundred

(P 338,278.44 )

Philippine Currency, in the form of Performance Rend as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all

papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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;
  - (0) The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
  - 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
  - 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
  - 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract heremafter referred to;
  - 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or 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 solutified to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this . Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 27 to resort to other alternative modes of disputes resolution,

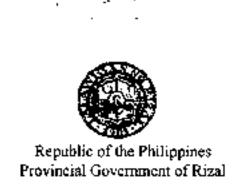
Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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 cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/menticipality of the Province of Rizal where the infrastructure project or

CKB BUILDERS	RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By:	By:	4	
Gerald Kenn SJ Bilog	R	EBECCA A. YNARE	'S
Proprietor/Manager/President		Governor &-	
4	WITNESSES		
MARISSA N. CLEDFAS	J	<u>(A. VICTORIA B. T</u>	EJADA
N	OTARIAL ACKNOWLEDOM	ENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	\$) ) S.S.	•	
BEFORE ME, a Notary Pu	blic for and in Antipolo City, per	socially appeared the	following
Name/Entity	Valid ID Presented	<u>Dalc</u>	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
Gerald Kemm SJ Bilog	TIN - 196-519-323		
•		executed the foregoing	

Communiting of School Ground and Construction of Preimage Canal at Pentsy Mational Righ School, Sitio Patey, Ergy, Dalig, Teresa, Risel

WITNESS MY HAND AND SEAL this Amipolo City.	day of 0 7 JAN 2000 Rizal Provincial Capitol,
Doe No. 796 Page No. 79 Book No. 79	ATTY, MARINER OF PURAYA ADMINOS
Series 20	ROLL 04 ACTY, NO. 25 320 PTRING, 1377 COD 7 SAVRIZAL ASP EIGHTLY FROM 100 100 CAY PRIZAL



#### NOTICE TO PROCEED

07 January, 2020

MR. DARRYL JEŁ L. ROBLES DJL ROBLES BUILDERS Morong, Rizal

Dear Mr. Robles:

The attached Contract Agreement having been approved, notice is hereby given to DJL ROBLES BUILDERS—that work may proceed on the Concreting /Upgrading & Construction of Drainage Canal (partian) of Jose M. Cruz SL, Brgy. San Roque, Teresa, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A VNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

1.4 - 2020

12/10/2019 # 28

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

this Agreement in conformity with the province of the Contract;

This MORCENIERT made and effected may by and owners.
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Autipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
crganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at i.oron; Nizol and herein represented by its Proprietor/President/ General Manager, Carryl Jei L. Volles of legal age, Filipine citizen, single/married, resident of horon; Nizol hereinafter referred to as the CONTRACTOR WINESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Paolalawigan Ordinance No. 17+ 8- 2019
Concreting/Upgrading & Construction of Drainage Canal (portion) of Jose A. Cruz al., Brgy. Can Royne, Torest, 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 December 10, 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 Sine Sundred Devention Thousand Mine Sundred Fourteen trace and 49/100 (P 917.914.49 ), 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 herein by way of reference, namely:
a, SP Ordinance No. 17. 4. 2019
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule .
f. Roquest for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning hidder/s two (2) hidding envelopes
h. Bid Security
i. Addenda and Supplemental Bulletins  i. Nation of Americal Contract and the Contractor's Conforming thereto
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
Exercise there were improved inches in a supplier of a contraction of a contraction of the contraction of th
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

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

(P 917,914,49

\_), Philippine

Nine Bundred Leventeen Thousand Nine numbered Fourteen Pence und 49/100

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

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

4 To

- 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 Kundred Seventy Five Thomasud Three Standard Seventy Four Pesos and 34/100 (P 27° 374.34)

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty scennity 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 Finity may rescind or terminate the contract, without prejudice to other courses of action and remedics available under the circumstances."

- The CONTRACTOR shall comply with and surjetly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change "order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxos in full and on time, failure to do so will emide 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, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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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 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. 918%, and its Implementing Rules and Regulations, shall make the CONTRACTOR hable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted

benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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

RIZAL PROVINCIAL GOVERNMENT Edl Sobles Builders Entity/Firm/Corporation By: By: REBECCA A. YNARES Governor Proprietor/Managet/President WITNESSES MARISSA N. CLEOFAS

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILUPPINES) 18.8. ANTIPOLO CITY

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

Place Date Valid ID Presented Name/Entity Manila August 5, 2028 Passport No. P8239281A HON, REBECCA A. YNARES 4TX =171-917-817 Darryl Jei Soblem

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

> Concreting/Opgrading & Construction of Drainage Canel (portion) of Jose M. Cruz St., Brsy. San Roque, Terosa, Rizal

WITNESS MY HAND AND SEAL this	day of 0 7 JAN 2020 Rival Provincial Capitol,
Antipolo City.	- A /
Doe No. Page No. Book No. Series 20 19	ATTY, MARIN SHAVE PORAYA ADAMOS NOTARY PUBLIC SON, DEC. 51.321
	RALL 05 ATTY, NA 56320

PTRING, 137 A TO 73A / RIZAL IBP LIFETIME ROLL SO GODALT IRIZAL



#### NOTICE TO PROCEED

07 January, 2020

MR. CECIL P. FRANCISCO C.P.F. CONSTRUCTION Cardona, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to C.P.F. CONSTRUCTION—that work may proceed on the Construction of Perimeter Fence at Pantay National High Sch., Sino Pantay, Brgy. Dalig, Teresa, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. PNARES

Governor

i acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

JAM.

P. FRANCISCO

12/10/2019 # 29

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Carrine Single and herein represented by its Proprietor/President/ General Manager, and herein represented by its proprietor/ General Manager, and herein represent	
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panislawigan Ordinance No. PESS Rem. 4, No. 2019 namely:	
Construction of Perimeter Fence of Contry National High School, Citio Contry, Brgy. Delig. Teress, Risel	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last <b>December 10.</b> × 19 , 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 <b>One Hillion our Hundred Twenty Two Thomsand</b> Pight	
Fundred Chirty Peros and 55/100 (P. 1,422,5*0.55 ), 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	
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. RP6B Res. 4, s. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate	
d. Drawing, Plans and Specifications c. Construction Schedule	
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	
<ol> <li>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;</li> </ol>	

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

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

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Fundred Twenty in Themsend Staht Jun 1294
  Forty Nine Fesos and 16/500

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and alteraction 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 rescand or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

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

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

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A.

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 is writing to resort to other alternative modes of dispotes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Acr No. 9180, 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.

Invisdiction over civil cases 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.

#### 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

August 5, 2028

Manila

Cocil F., Frencisco

TIN = 120 = 720 + 920

all known to me and to me known to be the same person's who executed the foregoing instrument and arknowledgment 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 Perimeter Funce at Vintry National Sigh School, Sitio Puntay, Bray, Dalig, Teresa, Skapl

WITNESS MY HAND AND SEAL this Antipolo City.	day of 0 7 JAN 2020 Rizal Provincial Capitol
One No	ATTY, MARIA SALVARPHERSE ADAMOS





#### NOTICE TO PROCEED

07 January, 2020

MR. FRANCISCO G. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiedas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Construction of Water System Level II at Abayod Senior High School, Brgy. Dalig. Teresa, 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

I acknowledge receipt of this Notice on:

1-0-2020

Authorized Signature:

Name of the Representative of the Bidder:

FRANCISCO G. UBIADAS

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

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 Binengman, Risel .... Proprietor/President/ General Manager, Francisco Enfadas citizen, single/married, resident of Binongonen, Rival , of legal age, Filipino , bereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoniang Panlalawigan Ordinance No. 15, 5, 2019

Construction of Mater System Level II at Abuyod Semior High School, Brgy. Dalig, Teress, Rissl

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 Rid in a public bidding held last personer 40, 2009, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Two Hundred Seventy Six Thousand Aghternation of the amount of Two Million Two Hundred Seventy Six Thousand Aghternation (P 2,275) 1885-179 ), 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 ( 130 ) calcodar days, in accordance with the provisions of the Bid Coe Sundred Thirty 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., 45 a. 2019 b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - Construction Schedule
  - Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning hidder/s two (2) bidding cavelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletias
  - 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 Two Fillian Two Sundred Seventy Six Thousand Might Sundred Five Peece and 17/400 (P. 2.276 So5 kg.), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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 <u>Six Rendred Eighty three Thousand Forty One</u>

Peace and 64/100 (P\_683,041,64) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Faihres" 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 Entiry 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 bave no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change 1 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 emitte 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, disputes that are within the competence of the Construction Industry. Arbitration Commission to resolved shall be

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

Wathout 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/andertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN-WITNESS WHEREOF, the parties have becount sugged this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ at Antipolo City. Kit Ubicage Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Prencisco Ubiadam REBECCA A. YNARES Proprietor/Manager/President Governor &--WITNESSES MARISSA N. CLEOFAS

#### NOTARIAL ACKNOWLEDGMENT

, REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY \* ) S.S.

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

Place | Name/Entity Valid ID Presented Date Passport No. P8239281A August 5, 2028 HON, RESECCA A. YNARES Manile TIN - 106-220-550 Francisco Ubiadas

all lowwn 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 bereof, refers to the Agreement for:

Construction of Veter System Lavel II at A avod Senior Righ Sphhol.

Bray, Dolig, Teresa, Risal	er ar at lifetim manage made manage
WITNESS MY HAND AND SEAL this Antipole City.  Doe No Page No Book No Series 20	ATTY. MANOMANY POSEIC HARM CORNES NOTARY PARTY NO. 1576 NO. 734 / RICH PROVINCIAL Capitol.  ATTY MANOMANY POSEIC HARM CORNES COR
-	THE LIFETIME ROLL NO GOOM? WILL