

NOTICE TO PROCEED

23 September, 2020

MS. MARIA TERESITA F. PAMINTUAN MJP CONST.& DEVT.CORP. Baras, Rizal

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to MJP CONST.& DEVT.CORP. that work may proceed on the Rehabilitation of Floodway East Embankment Road Cainta-Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on: 9.25->>>

Authorized Signature:

Name of the Representative of the Bidder: 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 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

WIP CONSTRUCTION & DEVELOPMEN	T CORP.	, a sole	proprietorship	private corpora	tion, duly
organized and existing under the laws of	the Republic	of the Phil	ippines, with	principal place of	of business
and office address at Beres	. Rizel		and herein	represented	by its
Proprietor/President/General Manager,	MARIA TER	esita f.	PAMINTUAN	, of legal age	Filipino
citizen, single/married, resident of	Beres,	Risel		er referred to	
CONTRACTOR. WITNESSETH, That,	,		·		

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

Rehabilitation of Floodway West Embankment Road Cainta-Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last

4 September 2020, 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 Seventy-Eight Million Fight Handred Thirty-Two Thousand Four Handred Fifty-Six Peece 4 30/100 (P 78, 832, 456.80), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within **Two Hundred P1fty** (250) 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. 2019 CMGP under LGSF
 - 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
- 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

 Seventy-Eight Million Eight Hundred Thirty-Two Thousand Four Hundred Fifty-Six

 Pasce & 80/100 (P_78,832,456.80), Philippine

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

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

 Thousand Seven Handred Thirty-Seven Peece & 04/100 (P 23,649,737.04)

 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 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 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



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.	· · ·		
IN WITNESS WHEREOF, the		ed this Agreement t	hisday of
Z 3 SEP ZUZU at An	tipolo City.		
MJP CONSTRUCTION & DEVELOPMEN CORP.		ROVINCIAL GOVI	ERNMENT
Entity/Firm/Corporation	•		
By:	are section and the section of the s	4.	•
By:	By:	70	
MARIA TERESITA F. PAMINIUAN	R	EBECCA A. YNA	RES
Proprietor/Manager/President	•	Governor d	
20)	WITNESSES -		
LOLITA B. DEGUZMAN	M 2	A. VIСТОВІ́А В. Т	EJADA
NOTA	ARIAL ACKNOWLEDGM	TENT	
REPUBLIC OF THE PHILIPPINES) ANTIPORT CHYO, KILIPPINES)) S.S.			
BEFORE ME, a Notary Public	for and in Allahold City, pe	rsonally appeared th	ne following
Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES.	Passport No. P8239281A	August 5, 2028	Manila
MARIA TERESITA F. PAMINTUAN	TIN NO. 213-504-783		
all known to me and to me known to acknowledgment that the same is their fi present.	be the same person/s who ee voluntary act and deed as	executed the forego well as the entity th	ing instrument and at they respectively
This instrument, consisting of twritten and has been signed by the parties	hree (3) pages including this hereto in each and every pag	page wherein this e hereof, refers to the	acknowledgment is e Agreement for:
Rehabilitation of Floodway Ed	est Embankment Road Co	Minte-Taytay, R	izel
		ATTY. A	MNA MARIE L. SANTOS NOTARY PUBLIC
WITNESS MY HAND AND SE	AL thisday of	for Anga	no ក្រាក្សាខ្លួនក្រុងក្នុង Cardona
Antipolo City. ANGONO, RIZAL			hệ PROVINCE OF RIZAL Until December 31, 18 14
Doc No. 43)		n	Adm. Matter No. 17 06 TR NO. 160 CRizal
Page No. 88 - Book No. 1			of Attorneys No. 69250 Re Member No. 016632 /Rizal
DOOK ING.	•	NOEARYEU	Member No 016632 /Riza

MCLE Compliance No.VI-0007883 Valid until April 14, 2022

Series 20 10



NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Improvement/Repair of Ynares Multi-Purpose Covered Court & Improvement of Perimeter Fence at Brgy. Sta. Cruz & Brgy. Dela Paz, Antipolo City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 24

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

KIT UBIADAS CONSTRUCTION CORPORATION, a sole proprietorship	p/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 her	ein represented by its
Proprietor/President/General Manager, LAURO M. UBIADAS	_, of legal age, Filipino
citizen, single/married, resident of Binengonen, Rizel hereina	fter 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, 8, 2020 namely:

Improvement/Repair of Ynares Multi-Purpose Covered Court & Improvement of Perimeter Fence at Brgy. Sta. Cruz & Brgy. Dela Paz, Antipolo City

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last <u>4 September 2020</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Three Million One Hundred Fourteen Thousand Twenty-</u>
Three Pesos & 92/100 (P 3,114,023.92), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within 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. 15, s. 2020
 - 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
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Three Million One Hundred Fourteen Thousand Twenty-Three Pesos & 92/100

 (P 3,114,023,92), Philippine

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

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Handred Thirty-Four Thousand Two Handred Seven Pesos & 18/100 (P 934, 207.18)

 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 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 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. 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.

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. S WHEREOF, the parties have hereunto signed this Agreement this ___ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT KIT UBIADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation By: By: REBECCA A. YNARES Governor & Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PLEAPPINES)
ANTIPOLOGITY) S.S. BEFORE ME, a Notary Public for and in Antinglo City, personally appeared the following Place Valid ID Presented Date Name/Entity Passport No. P8239281A August 5, 2028 Manila HON. REBECCA A. YNARES TIN NO.008-410-689 LAURO M. UBLADAS 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 her	eto in each a	and every page	hereof, refers to the Agreemen	it ior;
Improvement/Repair of Ynares Mul Perimeter Fence at Brgy. Sta. Q	ti-Purpo uz & Brg	se Covered y. Dela Par	Werborn care	
WITNESS MAY HAND AND SEAL 1	his	23	SEP 2020 ANNA MARIE NOTARY PUE for Angiothical Provincial	LC LCapitol
Antipolo City ONO	د -		Until Decembe	OF RIZAL er 31 202 1
Page No. 41.5 Page No. 84 Book No. 1 Series 20 40.	•		Adm. Matter in PTR NO127co 2007. PTR NO127co 200	"Rizal 5 69250 016632 /Riza



NOTICE TO PROCEED

23 September, 2020

MR. WILFREDO D. UNIDAD G-3 CONSTRUCTION Angono, Rizal

Dear Mr. Unidad:

Very truly yours,

The attached Contract Agreement having been approved, notice is hereby given to G-3 CONSTRUCTION that work may proceed on the Const'n of Ynares Stage at Dr. Vivencio Villamayor Integrated Sch., Brgy. San Isidro, Angono, Rizal effective on the day you received this Notice to Proceed.

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

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

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: WILFREDO D. UNIDAD

CONSTRUCTION AGREEMENT ~

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7160, with	OF RIZAL, a local government unit, duly organized and seat of government at the Rizal Provincial Capitol
its GOVERNOR, HON. REBECCA A. YNARE	y. San Roque, Antipolo City, represented in this act by CS, herein referred to as the PROVINCE; and
G-3 CONSTRUCTION	, a sole proprietorship/private corporation, duly
and office address at Antipolo Cit Proprietor/President/General Manager,	blic of the Philippines, with principal place of business, and herein represented by its of legal age, Filipines, at the legal age, because the legal age of the legal age, wherein the legal age, with principal place of business.
CONTRACTOR. WITNESSETH, That,	
pursuant of the Sangguniang Panlalawigan Ordina	at certain infrastructure works should be constructed in mee No. 2758 Ret. No. 1, 5. 2020 namely:
	ting 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 * September	has accepted and binds itself to undertake
	id infrastructure works strictly in accordance with the
consideration of the amount of	, approved plans, program of works and specification in
Righty-Six Poscs & 44/100	(P 1,079,186,44), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within starty-Right () 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. 2788 Rec. No. 1, s. 2020
 - 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
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Seventy-Mine Thousand One Hundred Nighty-Six Feece 5 44/100 (P1,079,186.44), Philippine

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

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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 Handred Twenty-Three Thousand Seven

 Handred Pifty-Five Perce & 93/100 (P 123,755.93)

 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;

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 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.

G-3 CONSTRUCTION	RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By: Wild	By:	8	
WILFREDO UNIDAD	· · · · · · · · · · · · · · · · · · ·	EBECCA A. YNAI	RES
Proprietor/Manager/President		Governor	
LOLITA B. DE GUZMA	N M. DTARIAL ACKNOWLEDGN	A. VICTØRIA B. T MENT	EJADA
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITYO, RIZAL) S. ANGONO, RIZAL) S. BEFORE ME, a Notary Pub		الم ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
ION, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
ILFREDO UNIDAD	TIN NO. 156-191-422		

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:

written and has been signed by the parties hereto in each and every page	nereoi, refers to the Agreement for:
Construction of Ymeros Stage at Dr. Vivencie Villam Brgy. Sen Isidre, Angone, Rizal	syer Integrated School,
WITNESS MY HAND AND SEAL this SEY 23 2020 day of	ATTY ANNA MARIE L. SANTOS TOPA RIZZIO, ENTERIO DE CARDONA
Antipolo Cityno, RIZAL	ter Angono, তার্যার্থিটির প্রতিরোধ all in the PROVINCE OF RIZAL Until December 31, <u>২০১</u>
Doc No. 438 Page No. 29	Adm. Matter No. 19 7000 PTR NO 1376 ACH RIZAL
Book No	NOTARYCHUBAIOrneys No. 69250 IBP Lifetime Member No. 01632 /Riza MCLE Compliance No.V'-000788?

Valid until April 1/ 2022



NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Binangonan Central Elem. School, Brgy. Layunan, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: LAURO M. UBIADAS

CONSTRUCTION AGREEMENT, R

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

KIT UBIADAS CONSTRUCTION CORPORATION, a sole proprietorship/p	rivate corporat	ion, duly
organized and existing under the laws of the Republic of the Philippines, with pr	incipal place of	business
and office address at Binsngonsn, Rizal, and herein	represented	by its
Proprietor/President/General Manager,	of legal age,	Filipino
citizen, single/married, resident of Binanconan, Rizal hereinafter	referred to	as the
CONTRACTOR. WITNESSETH, That,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 1, s. 2020 namely:

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Binangonan, Central Elementary School, Brgy. Layunan, 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

4 September 2020

4 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 Twenty-Seven Thousand Six Hundred

Forty-One Pesos & 99/100

(P 827.641.99

), 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-Four (64) 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 Res. No. 1, s. 2020
 - 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
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Hundred Twenty-Seven Thousand Six Hundred Ferty-One Pesos & 99/100

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty-Fight Thousand Two Hundred Ninety-Two Pesos & 60/100 (P 248,292.60)

 Philippine Currency, in the form of Performance Pond 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 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

Lead

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 3 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/munic works is/are located.	ipality of the Province of R	izal where the infras	structure project or
	IN WITNESS WHEREOF, the		ed this Agreement th	us day of
KIT	UBIADAS CONSTRUCTION CORPORAT Entity/Firm/Corporation	<u>IO</u> W RIZAL P	ROVINCIAL GOVE	RNMENT
	By: left	Ву:	R	`
	Proprietor/Manager/President	R	EBECCA A. YNAI Governor	RES
	· //	WITNESSES —	_	
	LOLITA B. DE GUZMAN	M	A. VICTORIA B. T.	EJADA
	, NOTA	ARIAL ACKNOWLEDGN	MENT	
	REPUBLIC OF THE PHILIPPINES) ANTIBOLO CITY).S.S.	RIZAL		
	BEFORE ME, a Notary Public	for antipolo City, pe	ersonally appeared th	e following
	Name/Entity	Valid ID Presented	Date	Place
	HON. REBECCA A. YNARES.	Passport No. P8239281A	August 5, 2028	Manila
	LAURO M. UBIADAS	TIN. NO. 008-410-68	9	
	all known to me and to me known to acknowledgment that the same is their fi present.	_	,	
	This instrument, consisting of t written and has been signed by the parties			
	construction/Provision of Was Binangonan Central Elementary	School, Brgy. Layum	m, Binungonen,	Rizel
•	WITNESS MY HAND AND SE Antipolo Gity (10) P	AL thisday of		ANNA MARIE L. SANTOS Privillat Capito I.C gono, Binangonan & Cardona the PROVINCE OF RIZAL Until December 24
	Doc No. 418 Page No. 85		r	Adm. Matter No. 19 202)
	Book No. \ Scries 20.20.		NOTARY PO	TR NO 134000 Rizal Tel Attorneys No 69250 me Member No. 042250

IBP Lifetime Member No 016632 /Rizar

MCLE Compliance No.VI-0007883 Valid until April 14, 2022



NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court and Stage at Montevilla Subd., Brgy. Bilibiran, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA . YNARES

I acknowledge receipt of this Notice on:

0.25.2020

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. 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

PORATION	_, a sole p	roprietorship/p	rivate corpora	tion, duly
the Republic	of the Phili	ppines, with pr	incipal place o	f business
igonan, Riz	al ,	and herein	represented	by its
LAURO M.	UBIADAS		of legal age	, Filipino
Baras, Ri	zal	, hereinafter	referred to	as the
	the Republic agonan, Riz LAURO M. Baras, Ri	the Republic of the Phili- igonan, Rizal LAURO M. UBIADAS Baras, Rizal	the Republic of the Philippines, with pringonan, Rizal, and herein LAURO M. UBIADAS Baras, Rizal, hereinafter	the Republic of the Philippines, with principal place of agonan, Rizal, and herein represented LAURO M. UBIADAS, of legal age Baras, Rizal, hereinafter referred to

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, s. 2020 namely:

Improvement of Ynares Multi-Purpose Covered Court and Stage Montevilla Subd., Brgy. Bilibiran, Binangonan, Rizal

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

- 1. The whole works subject matter of this Agreement shall be completed within Fifty-Six (56) 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, 8. 2020
 - 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
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million One Hundred Thirty-Six Thousand Four Hundred Twenty-One Pesos

 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million One Hundred Thirty-Six Thousand Four Hundred Twenty-One Pesos

 4. 07/100

 (P 1,136,421.07), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Forty Thousand Nine Hundred Twenty-Six Pesos & 32/100 (P 340, 926.32)

Philippine Currency, in the form of <u>Performance 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 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 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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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.

N WITNESS WHEREOF, the 2 3 SEP 2020 at An	e parties have hereunto signe tipolo City.	d this Agreement this	s day of
KIT UBIADAS CONSTRUCTION CORPORTED Entity/Firm/Corporation	ATION RIZAL PR	OVINCIAL GOVER	RNMENT
By: bleed	Ву:	B	
LAURO M. UBIADAS	Rì	EBECCA A. YNARI	ES
Proprietor/Manager/President		Governor	
LOLITA B. DE GUZMAN NOTA	WITNESSES — MA ARIAL ACKNOWLEDGM	VICTORIA B. TE IENT	JADA
REPUBLIC OF THE PHILIPPINES) ANTIPOLOGIRY ZAL) S.S. BEFORE ME, a Notary Public	for and in Manager City, per	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
LAURO M. UBIADAS	TIN NO. 008-410-689		
all known to me and to me known to acknowledgment that the same is their f			

present.

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

Improvement of Ynares Multi-Purpose Brgyv Bilibiran, Binangonan, Rizal	Covered Court and Stage at Monteville Subd., ATTY ANNA MARKEL SANTOS
WITNESS MY HAND AND SEAL this Antipolo-City, RELAND Doc No. 419 Page No. 85 Book No. 1 Series 20 20	NOTARY PUBLIC for Angono, Binancon to Bina



NOTICE TO PROCEED

23 September, 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 2-storey Ynares Multi-Purpose Building at
Oliveros Compound, Kalawaan, Brgy. Darangan, Binangonan, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: MICHAEL A VILLARIÑA

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
MAK-JAMS 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, 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. 15, 2/2020 namely:
Construction of 2-storey Yneres Multi-Furpose Building at Oliveros Compound Kalewean, Brgy. Derangan, Binengonen, 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
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within One Hundred Thirty-Six (136) 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, s. 2020
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
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of

this Agreement in conformity with the province of the Contract; 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Six Hundred Twenty-Nine Thousand Thirty Pesos & 30/100

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

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

 Hundred Nine Pesos & 09/100

 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;
- 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 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 5 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.

IN WITNESS WHEREOF, the	e parties have hereunto signed ipolo City.	d this Agreement th	isday of
MAK-JAMS CONSTRUCTION	RIZAL PR	OVINCIAL GOVE	RNMENT
By: Entity/Firm/Corporation	Ву:	EDIECCA A VINAN	nes.
MICHAFL VILLARINA Proprietor/Manager/President	K	Governor Governor	ES.
LOLITA B. DE GUZMAN	WITNESSES — MA	. VICTORIA B. TI	EJADA
/ NOTA	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLONOITY) S.S. BEFORE ME, a Notary Public	for and incantification City, per	sonally appeared the	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES.	Passport No. P8239281A	August 5, 2028	Manila
MICHAEL VILLARINA	TIN NO. 221-027-734		
all known to me and to me known to acknowledgment that the same is their fi present.			

acknowledgment that the same is their free voluntary act and deed present.	l as well as the entity that they respectively
This instrument, consisting of three (3) pages including written and has been signed by the parties hereto in each and every	this page wherein this acknowledgment is page hereof, refers to the Agreement for:
Construction of 2-storey Yneres Multi-Purpose B Kalawaan, Brgy. Derangen, Binangonan, Rizal WITNESS MY HAND AND SEAL this day of Antipolo City. ANGONO. RIZAL Doc No. 417 Page No. 35 Book No. 1 Scries 20 22	ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC NOTARY PUBLIC All in the PROVINCE OF RIZAL Until December 31.2031 Adm. Matter No. 19.000 PTR NO. 134.007 Rizal NOTARY PUBLICATION NO. 016632 /Rizal MCLE Compliance No. VI-0007883 Valid until April 14. 2022



NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. Geronimo:

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

> Construction of 2-Storey Ynares Multi-Purpose Building at Jannsen Ville Subd., Brgy. San Juan, 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,

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: CARLOS, S. GERONIMO

09/04/2020 # 6

CONSTRUCTION AGREEMENT 6

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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

CSGER CONSTRUCTION C	ORPORATION	, a sole propriet	orship/priva	ate corporation	on, duly
organized and existing under the	laws of the Republic o	of the Philippines,	, with princi	pal place of	business
and office address at	Rodriguez, Rizal	, and	herein re	epresented	by its
Proprietor/President/General Ma	anager, <u>CARLOS G</u>	ERONIMO	, of	legal age,	Filipino
citizen, single/married, reside CONTRACTOR. WITNESSET	ent of <u>Rodrigue</u> : TH, That,	z, Rizel, her	einafter re	eferred to	as the
WHEREAS, the PROVI pursuant of the Sangguniang Pan				uld be constr	

Construction of 2-storey Ynares Multi-Purpose Building at Jannsen Ville Subd., Brgy. San Juan, Cainte, 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 <u>4 September 2020</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Two Hardred Four Thousand One Handred Twenty-Nine Pesce & 50/100 (P 3.204.129.50), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred Thirty-Six (136) 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, *. 2020
 - 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
- 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;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Hundred Sixty-One Thousand Two Hundred Thirty-Fight Pesos & 85/100 Performance Bond as a measure of guarantee for the

Philippine Currency, in the form of Performence 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 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 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.

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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 23 SEP 2020 at An	e parties have hereunto signed tipolo City.	d this Agreement th	nis day of
CSGER CONSTRUCTION CORPORATIO	XV RIZAL PR	OVINCIAL GOVE	ERNMENT
Entity/Firm/Corporation			
By: Gll Je	В у :	6	•
CARLOS GERÓNIMO	RF	EBECCA A. YNAI	RES
Proprietor/Manager/President		Governor	
,	WITNESSES —		
. /0.2	WIIIILBOLO		
LOLITA B. DE GUZMAN	МА	. VІСТОРІА В. Т	EJADA
NOT	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLOGYPY) S.S.			•
BEFORE ME, a Notary Public	for and in Antipolo City, per	sonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES.	Passport No. P8239281A	August 5, 2028	Manila
CARLOS GERONIMO	TIN NO. 009-082-732		
all known to me and to me known to acknowledgment that the same is their f present.			
This instrument, consisting of twritten and has been signed by the partie	three (3) pages including this s hereto in each and every page	page wherein this a hereof, refers to the	acknowledgment is Agreement for:
Construction of 2-storey Yn Brgy. Sem Juan, Cainta, Riz	ares Multi-Purpose Bui al	·-	Y ANNA MARIE L. SANTOS
WITNESS MY HAND AND SE Antipologity ONO, RELAND	AL this 3 SEP 2020 of	at REA	ngana Singngapan & Cardone in the PROVINCE OF RIZAL Until December 31 222
Doc No. 430			Adm Matter No. 19-000 PTR NO 137400 Rizal
Page No. 87 Book No.)		ן HITARASTON	Roll of Attorneys No. 60250
Series 20 20		MCL	Pirific Member No 016632 /Riza E Compliance No.VI-0007883 Valid until April 14, 2022
			· · · · · · · · · · · · · · · · · · ·



NOTICE TO PROCEED

23 September, 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 Construction/Provision of Wash Facilities(Water, Sanitation & Hygiene), Brgy. Tuna, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Governor

Very truly yours,

I acknowledge receipt of this Notice on: 9.25.2020

Authorized Signature:

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

CONSTRUCTION AGREEMENT 7

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

·
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
GKB BUILDERS a sole proprietorship/private corporation duly
* * KA3A N3KH1AKAHNUKI1 MAA AK1KAHNUKI1 MAA AK1KAHNUKII MAKI
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at Morrow, Rivel, and herein represented by its
Proprietor/President/General Manager, citizen, single/married, resident of Herenc, Nigel hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,
CONTINUOTOM WITHENDEDTH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 2, 2020 namely:
Construction/Provision of Wash Facilities (Weter, Sanitation & Hygiene),
Brgy. Tune, Cardone, Rizel
WHENTAG A. CONTENT OFFICE AND A STATE OF THE
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 4 September 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the bid documents, approved plans, program of works and specification in
consideration of the amount of Nine Hundred Thirty-Nine Thousand Six Hundred
Sixty-Five Peecs & 04/100 (P 939,665.04), Philippine Currency.
(x
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within
Sixty-Four (64) calendar days, in accordance with the provisions of the Bid
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents
which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 15, . 2020
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
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;
7 III DDAXIDIOD 1 1
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS King Hardred Thirtumbing Throughold Six bandwed Six turbing Peace 4.04/100

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

(P 939,665.04

), Philippine

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Righty-One Thousand Eight Hundred Ninety-Nine Pesos & 51/100

 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
- 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 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



Documents:

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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.

MCLE Compliance No.VI-0007883 Valid until April 14, 2022

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 23 SFP 2020 at Ant	e parties have hereunto signe ipolo City.	d this Agreement th	nis day of	
GKB BUILDERS	RIZAL PR	OVINCIAL GOVE	ERNMENT	
Entity/Firm/Corporation				
Ву:	By:	6		•
GERALD KINN S.J. BILOG	RI	EBECČA A. YNAI	RES	
Proprietor/Manager/President		Governor		
- Jan 1984	WITNESSES —	4		,
LOLITA/B. DE GÚZMAN	MA	VICTORIA B. T	EJADA	
(NOTA	ARIAL ACKNOWLEDGM	ENT		
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIPY, RIZAL) S.S. BEFORE ME, a Notary Public	for and in Antipolis City, per	\L sonally appeared th	e following	
Name/Entity	Valid ID Presented	Date	Place	
HON. REBECCA A. YNARES.	Passport No. P8239284:A	August 5, 2028	Manila	e.
GERALD KENN S.J. BILOG	TIN NO. 196-519-323			
all known to me and to me known to acknowledgment that the same is their fi present.	be the same person/s who e ree voluntary act and deed as	executed the foregoneral well as the entity the	ing instrument and at they respectively	
This instrument, consisting of the written and has been signed by the parties	hree (3) pages including this hereto in each and every page	page wherein this a hereof, refers to the	acknowledgment is Agreement for:	
Construction/Provision of Wes Tune, Cardona, Risel	th Facilities (Water,		a	
	10 m	ATTY. A	NNAMARIE L. SA NOTARY PUBLIC	intos
WITNESS MY HAND AND SE	AL this 23 SER a 2020	ali in ti	กค ูงอีเกลเม ูญจาก ดี C ne PROVINCE OF R Jntil December 31	151)
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Series 20



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

23 September, 2020

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

Dear Ms. Marron:

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

L.L. MARRON CONSTRUCTION AND TRADING that work may proceed on the

Repair of Ynares Multi-Purpose Covered Court, Brgy. Looc, Cardona, Rizal

effective on the day you received this Notice to Proceed.

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

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

REBECCA A. YNARES

Very truly yours,

Authorized Signature:

Name of the Representative of the Bidder: LAURA L. MARRON

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
L.L. MARRON CONSTRUCTION & TRADING a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rival and herein represented by its Proprietor/President/General Manager, LAURA MARRON of legal age, Filipino citizen, single/married, resident of Binangonan, Rival hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 8, 2020 namely:
Repair of Ynares Multi-Purpose Covered Court, Brgy. Locc, Cardona, 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 4 September 2020 , 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 One Hundred Thirty-Seven Thousand Six Hundred Thirty-Two Pesos & 42/100 (P 1,137,632.42), 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 herewith and incorporated herein by way of reference, namely:
 a. SP Ordinance No. 15, 2020 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
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million One Hundred Thirty-Seven Thousand Six Hundred Thirty-Two Pesos (P_1,137,632,42_), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works

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

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Forty-One Thousand Two Hundred Eighty-Nine Pesos & 73/100 (P 341, 289, 73)

Philippine Currency, in the form of **Performence 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 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 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



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.

IN WITNESS WHEREOF 23 SEP 2020 at	, the parties have hereunto signed Antipolo City.	this Agreement this	day of
.L. MARRON CONSTRUCTION AND	TRADING RIZAL PI	ROVINCIAL GOVE	NMENT
Entity/Firm/Corporation			
By: AMarw	Ву:	8	
LAURA MARRON	RI	EBECCA A. YNARE	S
Proprietor/Manager/President		Governor 2	
LOLITA B. DE GUZMAN	WITNESSES <u>M</u>	IA. VICTORIA D. TI	EJADA
ī	NOTARIAL ACKNOWLEDGME	ENT	
REPUBLIC OF THE PHILIPPINI ANN BONG RYZAL BEFORE ME, a Notary Pr	ES)) S.S. ublic for and in Matta City , per	. Sonally appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
LAURA MARRON	TIN NO. 236-059-376		

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 of	Ynaves	Multi-Pumpese	Covered	Court,	Brgy.	Looc,	Cardena,	Risel
-								_

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	4 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	22	ATTY. ANNA MARIE L. SANTOS
	•	< 3 SE	P 200Angong Rinangonan & Contami
WITNESS MY HAND AND SEA	L this	_day of	NOTARY PUBLIC 2021 Angono, Binangonala & Cardona 14h His Province Of Rizal Until December 31
ANTONO, RIZAL	- 7		
			Adm. Matter No 19-006 PTR NO 131006 Riza
Doc No. 441 Page No. 90	•		Roll of Attorneys No. 6925
Book No. /			INOTAR INDUBIE Onber No. 016632 /R
Series 20 do	•		MCLE Compliance No.VI-000788 Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Repair/Repainting of Various Ynares Sch. Bldg.at Dalig Elem. School, Brgy. Dalig, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governors

I acknowledge receipt of this Notice on:

9.25.7070

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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

KIT UBIADAS CONSTRUCTION CORPORATION , a sole proprietorship/p	rivate corpora	tion, duly
organized and existing under the laws of the Republic of the Philippines, with pr	incipal place o	f business
and office address at Binangonan Rival, and herein	represented	by its
Proprietor/President/General Manager, IAURO M. UBIADAS ,		
citizen, single/married, resident of Binangonan, Rizel hereinafter	referred to	as the
CONTRACTOR. WITNESSETH, That,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance NoRPSB Res. No. 1, s. 2020 namely:

Repair/Repainting of various Ynares School Building at Delig Elementary School, Brgy, Dalig, Cardona, 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 4 September 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Seven Handred Forty Thousand Four Handred Eighty-Five Pesos 6 57/100 (P 2,740,485.67), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within **Eighty-Eight** (§6) 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 Res. No. 1, s. 2020
 - 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
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Two Million Seven Hundred Forty Thousand Four Hundred Eighty-Five Pesos &

 67/100

 (P 2,740,485.67), Philippine

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Eight Handred Twenty-Two Thousand One Handred Forty-Five Pesos & 70/100

 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;
- 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 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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Adm. Matter No. 19 - oo G PTR NO! 344 997Rizal

NOTARO POSTUPINE NO 69250 NOTARIO POSTUPINE NO 016632 / Rizar

MCLE Compliance No.VI-0007883 Valid until April 14 2022

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.

Entity/Firm/Corporation By: LAURO M. UBIADAS Proprietor/Manager/President WITNESSES LOLITAB. DE GUZMAN NOTARIAL ACKNOWL REPUBLIC OF THE PHILIPPINES) ANTIPALO GNO. KIZAL S.S. BEFORE ME, a Notary Public for and Manapolo Control Name/Entity HON REBECCA A. YNARES Passport No. P823928 LAURO M. UBIADAS TIN NO. 008-410 all known to me and to me known to be the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person/sacknowledgment that the same is their free voluntary act and control of the same person sacknowledgment that the same is the same person sacknowledgment that		YNARES S B. TEJADA
Proprietor/Manager/President WITNESSES LOLITAGE DE GUZMAN NOTARIAL ACKNOWL REPUBLIC OF THE PHILIPPINES) ANTIPOLO GNO. K. ZAL) S.S. BEFORE ME, a Notary Public for and Manupolo C. Name/Entity Valid ID Presents HON. REBECCA A. YNARES Passport No. P823928 LAURO M. UBIADAS TIN NO. 008-410 all known to me and to me known to be the same person/s	Governor MA. VICTORIA DGMENT	B, TEJADA
Proprietor/Manager/President WITNESSES LOLITAB. DE GUZMAN NOTARIAL ACKNOWL REPUBLIC OF THE PHILIPPINES) ANTIPOLOGNOME LACE Name/Entity Valid ID Presents HON REBECCA A. YNARES Passport No. P823928 LAURO M. UBIADAS TIN NO. 008-410 all known to me and to me known to be the same person/s	Governor MA. VICTORIA DGMENT	B, TEJADA
REPUBLIC OF THE PHILIPPINES) ANTIPALO CHO, KIZAL) S.S. BEFORE ME, a Notary Public for and Manapolo Control Name/Entity Valid ID Presents HON REBECCA A. YNARES LAURO M. UBIADAS TIN NO. 008-410 all known to me and to me known to be the same person/s	MA. VICTORIA DGMENT	B. TEJADA
REPUBLIC OF THE PHILIPPINES) ANTIPOLOGNOME (A LARL) S.S. BEFORE ME, a Notary Public for and Manupolo C Name/Entity Valid ID Presents HON REBECCA A. YNARES Passport No. P823928 LAURO M. UBIADAS TIN NO. 008-410	OGMENT (
REPUBLIC OF THE PHILIPPINES) ANTIPALO CHO, KIZAL) S.S. BEFORE ME, a Notary Public for and Manipolo C Name/Entity Valid ID Presents HON REBECCA A. YNARES Passport No. P823928 LAURO M. UBIADAS TIN NO. 008-410 all known to me and to me known to be the same person/s	OGMENT (
REPUBLIC OF THE PHILIPPINES) ANTIPALOGNO, KIZAL) S.S. BEFORE ME, a Notary Public for and Manupolo Continuo (Continuo (Contin		red the following
ANTIPALO CHO RIVAL) S.S. BEFORE ME, a Notary Public for and Manapolo Control Research Name/Entity Valid ID Presents HON REBECCA A. YNARES Passport No. P823928 LAURO M. UBIADAS TIN NO. 008-410 all known to me and to me known to be the same person/s	LAL y, personally appear	red the following
Name/Entity Valid ID Presents HON. REBECCA A. YNARES Passport No. P823928 TIN NO. 008-410 all known to me and to me known to be the same person/s	y, personally appear	red the following
HON REBECCA A. YNARES LAURO M. UBIADAS TIN NO. 008-410 all known to me and to me known to be the same person/s		
LAURO M. UBIADAS TIN NO. 008-410 all known to me and to me known to be the same person/s	Date	Place
all known to me and to me known to be the same person/s	A August 5, 20	28 Manila
	689	
present.		
This instrument, consisting of three (3) pages including written and has been signed by the parties hereto in each and even	this page wherein y page hereof, refers	this acknowledgment is to the Agreement for:
Repair/Repainting of various Ynares School School, Brgy. Cardone, Rizel	Building at Dal	Q m
WITNESS MY HAND AND SEAL thisday	. 2 3 SFP 36324	Y. ANNA MARIE L. SA NOTARY PUBLIC INDENIO PRIVING A CAPITO CA In the FILE POOVINCE OF RE

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

23 September, 2020

MR. POCHOLO A. PASAY PA PASAY CONSTRUCTION Cardona, Rizal

Dear Mr. Pasay:

The attached Contract Agreement having been approved, notice is hereby given to
PA PASAY CONSTRUCTION that work may proceed on the
Concreting of creek bed at Purok 1 and Purok 2, Brgy. Balibago, Cardona, Rizal
effective on the day you received this Notice to Proceed.

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

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

REBECCA A. YNARES

Very truly yours,

Authorized Signature:

Name of the Representative of the Bidder: POCHOLO A. PASAY

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
PASAY 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 Cardone, Rizel , and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of Cardone, Rizel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
Concreting of Creek Bed at Purok 1 and Purok 2, Brgy. Balibego, Cardona, 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>A September 2020</u> , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Cne Million Three Hardred Thirty-Three Thousand Four Hardred Theory Four Peace & 41/100</u> (P 1, 333, 424, 41), Philippine Currency.
NOW THEREFORE for and in consideration of the forecoing mannings the neutron bornto
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 Righty (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. 15, 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule
1. The whole works subject matter of this Agreement shall be completed within Mehty (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. 15, 2, 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications

Ask .

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

Core Million Three Handred Thirty-Three Thousand Four Handred Twenty-Four Peeos

41/100

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Thousand Twenty-Seven Pesos & 32/100 (P400,027,32)

Philippine Currency, in the form of <u>Performance Bood</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 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 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





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.

A PASAY CONSTRUCTION	RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
	By:	6	
POCHOLO PASAY	R	EBECCA A. YNAF	RES
Proprietor/Manager/President	•	Governor &	
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LOLITA'B. DE GUZMA	N ML	A. VICTORIA B. T.	EJAĐA
NC	TARIAL ACKNOWLEDGM	4ENT	
PUBLIC OF THE PHILIPPINES	5)		
THOUGHY).S.			
BEFORE ME a Notary Pul	olic for and in Apprisolo City, pe	ZAL ersonally appeared th	e following
1111 VIII 11111, WI 100Hy I W		appoint -	
Name/Entity	Valid ID Presented	Date	Place
N/REBEÇCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila

present.

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

Concreting of Greek Bed at Purek 1 and Purek 2. Brev. Belibese, Cardons, Rizal

Appropriately at grant with an uncount of	The state of small state of the
WITNESS MY HAND AND SEAL this _ANGONO, RIMAD Doc No. 420 Page No. 83 Book No. 420 Scries 20 60	ATTY. ANNA MAINE L. SANTOS NOTARY PUBLIC ADVINCE OF RIZAL Until December 31, 20-1 Adm. Matter No. 17-006 PTR NO. 16-006 NOTARY PUBLIC AD PROVINCE OF RIZAL Until December 31, 20-1 Adm. Matter No. 17-006 PTR NO. 16-007 NOTARY PUBLIC Adm. Matter No. 16-006 PTR NO. 16-006 NOTARY PUBLIC Adm. Matter No. 16-006 PTR NO. 16-007 NOTARY PUBLIC ATTY. ANNA MAINE L. SANTOS NOTARY PUBLIC AD PUBLIC ATTY. ANNA MAINE L. SANTOS NOTARY PUBLIC AD PUBLIC ATTY. ANNA MAINE L. SANTOS NOTARY PUBLIC AD P



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. Anore:

The attached Contract Agreement having been approved, notice is hereby given to that work may proceed on the G. ANORE CONSTRUCTION Improvement / Construction of Stone Masonry for Slope Protection of creek (portion), Brgy. Nagsulo, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: GRINGO CANORE

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
G. ANORE CONSTRUCTION organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Binangonan, Rizal and herein represented by it Proprietor/President/General Manager, GRINGO C. ANCRE 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 in pursuant of the Sangguniang Panlalawigan Ordinance No. 16, 8, 2020 namely:
Improvement/Construction of Stone Masonry for Slope Protection of creek (portion), Brgy. Negsulo, Cardons, 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 4 September 2020, 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 Six Hundred Seventy-Four Thousand Three Handred Nine Perce 4 22/100 (P 2,674,309,22), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the Bio 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. 16, s. 2020 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 i. Notice of Assert of Contract and the Contractor's Conformitytherets

- f 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 hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Six Hundred Seventy-Four Thousand Three Hundred Mine Pesos & 22/100 (P_2,674,309.22), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or 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>Eight Handred Two Thousand Two Hundred Ninety-Two Pesos & 77/100</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 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 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. 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/mu works is/are located.			
IN WITNESS WHEREOF, 2 3 SEP 2020 at	, the parties have hereunto signed Antipolo City.	this Agreement this	day of
G. ANORE CONSTRUCTION	RIZAL PR	OVINCIAL GOVE	NMENT
Entity/Firm/Corporation		i	
By:	Ву:	6	
Proprietor/Manager/President	RE	BECCA A. YNARE	S
/ /			
/ 8x 1	WITNESSES		
LOLITA BODE GUZMAN	M	A. VICTORIA B. TI	EJADA
	 -		
N	OTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINE	S)	•	
ANGONO PHY) S.S. 517A	.	
BEFORE ME, a Notary Pu) S.S. blic for and in the polo 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
GRINGO C. ANORE	TIN NO. 253-374-109	<u> </u>	
all known to me and to me known acknowledgment that the same is the present.	n to be the same person/s who ex eir free voluntary act and deed as v	xecuted the foregoing well as the entity that	g instrument and they respectively

7 3 SEP ZIDIL NOJARY PUBLIC .	all known to me and to me known to be acknowledgment that the same is their free present.	the same person/s voluntary act and de	who executed the eed as well as the e	foregoing instrument and natity that they respectively
WITNESS MY HAND AND SEAL this day of 23 SEP 2020 NOTARY PUBLIC FOR Angle of	This instrument, consisting of thre written and has been signed by the parties he	e (3) pages includirereto in each and eve	ng this page whereing page hereof, referenced	n this acknowledgment is rs to the Agreement for:
	WITNESS MY HAND AND SEAL ACTION RIZAL Doc No. 446 Page No. 89 Book No. 7	, Rizal	of 23 SEP 20	Y. ANNA MARIE L. SANTOS NOTARY PUBLICIA Theorie, Bindingonal & Cardona Il in the PROVINCE OF RIZAL. Until December 31 Adm. Matter, No. 1706 PTR NO. 17



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

23 September, 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

Extension of Existing 2-storey Ynares Multi-Purpose Building, Brgy. 3rd District, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor &

acknowledge receipt of this notice on:	9.25.2020	
Authorized Signature:	au.	
Name of the Representative of the Bidder	GERALD KENN SJ. BILOG	•

CONSTRUCTION AGREEMENT 17

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

ind transmitted the altered life by this open out.
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 Morong , Rizal, and herein represented by its Proprietor/President/General Manager, GERALD KENN S.J. BILOG , of legal age, Filipino citizen, single/married, resident of Morong , Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 18, 2020 namely:
Extension of Existing 2-storey Ynares Multi-Purpose Building, Brgy. 3rd District, Jalajala, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>4 September 2020</u> , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Nine Hundred Fighty Thousand Fight Handred Peros</u> & 81/100 (P 980, 800, 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 Eighty-Six (86) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 a. SP Ordinance No. 18, 2.2020 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
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Fighty Thousand Fight Hundred Peess & 81/100 (P 980,800.81), Philippine Currency in consideration of the construction and only upon completion of the infrastructure works
I bereancy in consideration of the construction and only upon completion of the infractructure works

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

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Ninety-Four Thousand Two Hundred Forty Pesos & 24/100

 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;
- 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 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



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

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

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

the appropriate court of the city/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 SEP 2020at Antipolo City. GKB BUILDERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES Proprietor/Manager/President Governory WITNESSES MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLOGITYRIZAL) S.S. BEFORE ME, a Notary Public for and in Application, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
GERALD KENN S.J. BILOG	TIN NO. 196-519-323		
all known to me and to me known acknowledgment that the same is their present.	to be the same person/s who er free voluntary act and deed as	executed the foregoing well as the entity that	ng instrument and it they respectively
This instrument, consisting of written and has been signed by the part Extension of Existing 2-sto Jalajala, Rizal		e hereof, refers to the	Agreement for:
WITNESS MY HAND AND S AntipolaNGONO, RIZAL	SEAL thisday of2	3 SEP 2020 Rizal all in t	ANNA MARIE L. SANTOS NOTARY PUBLIC NOTARY PUBLIC OR PROVINCE OF IZAL
Doc No. 439 Page No. 28 Book No. 1 Scries 20	÷	P NOTARY ROT IBP Lifetin MCLE (Until December 31, 234 Adm. Matter No. 19,006 TR NO. 19,0006 Rizal Bb16ttorneys No. 69250 ne Member No. 016632 /Rizal Compliance No. VI-0007883 Ilid until April 14, 2022



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

23 September, 2020

MR. FRANCISCO G. SANTIAGO R.S.F. CONSTRUCTION Pasig City

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to **R.S.F. CONSTRUCTION** that work may proceed on the

Construction of Covered Pathwalk at Punta Elem. School, Brgy. Punta, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor&

I acknowledge receipt of this Notice on:

9.25 2020

Authorized Signature:

Name of the Representative of the Bidder: FRANCISCO G. SANTIAGO

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7160, with se-	RIZAL, a local government unit, duly organized and at of government at the Rizal Provincial Capitol, San Roque, Antipolo City, represented in this act by herein referred to as the PROVINCE; and
R.S.F. CONSTRUCTION	a sole proprietorship/private corporation duly
organized and existing under the laws of the Repub and office address at Pasig City Proprietor/President/General Manager. FRANCE	, a sole proprietorship/private corporation, duly its of the Philippines, with principal place of business and herein represented by its ISCO SANTIAGO, of legal age, Filipino City, hereinafter referred to as the
WHEREAS, the PROVINCE declares that pursuant of the Sangguniang Panlalawigan Ordinance	certain infrastructure works should be constructed in e No. 1, 8. 2020 namely:
Construction of Covered Pathwalk a Jalajala, Rizal	t Punta Elementary School, Brgy. Punta,
to undertake the above said infrastructure works, ha Bid in a public bidding held last 4 September 2 the construction and completion of the above said	ng that it has the financial and, technical competence is been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake infrastructure works strictly in accordance with the pproved plans, program of works and specification in two hundred Sixty-Nine Incusaria Five (P 2, 269, 512.12), Philippine Currency.
Hundred Twelve Pesos & 12/100	(P 2, 269, 512.12), Philippine Currency.
1. The whole works subject matter Seventy-Two calendar	ation of the foregoing premises, the parties hereto of this Agreement shall be completed within days, in accordance with the provisions of the Bid and Specifications and supporting/related documents in by way of reference, namely:
a SP Ordinance No. RPSB Res. No. 1,	s. 2020
a. SP Ordinance No	mate ments/statements contained in the winning actor's Conformitythereto of Cash Deposit issued in accordance to the
	ade by the PROVINCE to the CONTRACTOR, the truct and complete the infrastructure works subject of

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Two Hundred Sixty-Nine Thousand Five Hundred Twelve 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;

(P 2, 269, 512.12

y

12/100

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Hundred Eighty Thousand Eight Hundred Fifty-Three Pesos & 64/100 (P 680,853.64)

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 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 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. 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 2 VAITS PERSONNIEREOF, 1 at A	the parties have hereunto signe antipolo City.	ed this Agreement th	is day of
R.S.F. CONSTRUCTION	RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation By: FRANCISCO SANTIAGO Proprietor/Manager/President	By: REBECCA A. YNARES Governor		
//	WITNESSES -	%	
LOLITA E DE GUZMA!	N MA FARIAL ACKNOWLEDGM	\mathcal{U}	EJADA
REPUBLIC OF THE PHILIPPINES ANANGONO FRIZAL) S.S.) S. PIZAL		
BEFORE ME, a Notary Publ	ic for and in a hold City, pe	rsonally appeared the	e following
Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
FRANCISCO SANTIAGO	TIN NO. 213-720-700		
all known to me and to me known	to be the same nerson/s who	executed the foregoi	no 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 Pathwalk at Punts Jalajala, Risal	Elementary School, Brgy. Punte,
WITNESS MY HAND AND SEAL this	day of 23 SEP 2020 ATTY ANNA MARIE L. SANTUS NOTARY PUBLICATION & Cardona Cardona & Ca



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

23 September, 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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for

Evacuation Center at Bagumbong Elem. School, Jalajala, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

9.25.2020

Authorized Signature:

Name of the Representative of the Bidder: PORFIRIO P.MINA

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
JRD-D ² ENTERPRISES , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Tensy, Rizel Proprietor/President/General Manager, citizen, single/married, resident of Tensy, Rizel CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 16, 8. 2020 namely:
Construction/Provision of Wesh Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Bagumbong Elementary School, Jalajala, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 4 September 2020, 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 Seventy-Two Thousand Nine Hundred
Sixteen Peror & 11/100 (P 872, 916.11), Philippine Currency.
· · · · · · · · · · · · · · · · · · ·
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents
hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid
1. The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. 16, 8, 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule
1. The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. 16, s. 2020 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
1. The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. 16, s. 2020 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

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 Eight Hundred Seventy-Two Thousand Nine Hundred Sixteen Pesos & 11/100

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

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

(P 872,916.11

this Agreement in conformity with the province of the Contract;

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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 Sixty-One Thousand Eight Hundred (P 261,874.83 Seventy-Four Pesos & 83/100 as a measure of guarantee for the Philippine Currency, in the form of Performance 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 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 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

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.

MCLE Compliance No.VI-0007883 Valid until April 14, 2022

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.

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IN WHITESS WHEREOF, the	e parties have hereunto signe tipolo City.	d this Agreement thi	s day of
	-post cary,		
JRD-D ² ENTERPRISES	DIZAI DE	OVENICIAL COVE	D N IN AIT N I'T
Entity/Firm/Corporation	KIZAL PR	OVINCIAL GOVE	KINMENI
Ву:	By:	*	
PORFIRIO MINA	Ri	EBECCA A. YNAR	ES
Proprietor/Manager/President	A.	Governor &	
/ .	Maron magaza		
· ///	WITNESSES -		
LOLYTA B. DE GUZMAN	MA	. VICTORIA B. TI	EJADA
NOT	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES)			
REPUBLIC OF THE PHILIPPINES) ANTIPOLOGINA, RIZAL) S.S.	- 7 AL		
•	Sound in SQNO, RIZAL		
BEFORE ME, a Notary Public	for and in Artifolo City, per	rsonally appeared the	cifollowing
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
PORFIRIO MINA	TIN NO. 154-422-889		
all known to me and to me known to acknowledgment that the same is their f present.	-		_
This instrument, consisting of a written and has been signed by the partie			
Construction/Provision of Wash			iene) for
Evacuation Center at Bagumbon	g Elementary School, J	elejele, Risel	~ · -
	,	ALTY AN	NA MARIE L. SANTOS
Antiall City.	AL thisday of	for Angono	Provincial Capliol, D. Binangonan & Cardona
	•	un une Un	PROVINCE OF RIZAL til December 31, 1014
Doc No. 422 Page No. 84		А	dm Matter No 19-06 NO 18 160076 Rizal
Book No. 7		TAO I VICASOLIODE	Attornevs No. 69250
Series 20 de		IBP Lifetime	Member No 016632 /Riza



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Sipsipin Elem. School, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

REBECCA A. YNARES

Very truly yours,

Authorized Signature:

Name of the Representative of the Bidder: OLIVEY O. AQUINO

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	This increase in the control of the by and octation.
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existi	ng under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol,
	inferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
	OVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
113 (3)	TYPICION, MON. REDECCA A. THARES, ICICII ICICIICU to as ute PROVINCE, and
	CLIVER AQUINO COMPTRICTION , a sole proprietorship/private corporation, duly
organ	ized and existing under the laws of the Republic of the Philippines with principal place of business
and	office address at Minimum Mixel and herein represented by its
Propr	ietor/President/General Manager, OLIVY ACULNI , of legal age, Filipino
citize	office address at Binangeneri, Mixel , and herein represented by its ietor/President/General Manager, OLIVE ACULES , of legal age, Filipino n, single/married, resident of Elament, Filipino
CON	TRACTOR. WITNESSETH, That,
	WHENEAG A PROVIDION I I A
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in ant of the Sangguniang Panlalawigan Ordinance No
pursua	ant of the Sangguniang Pantalawigan Ordinance No namely:
. (Construction/Provision of Wesh Facilities (Mater, Sanitation & Mygiene)
į	for Everytien Center at Sirgipin Siementary Sahool, Jelejala, Rival
-	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to unc	lertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
	a public bidding held last September 2020, has accepted and binds itself to undertake
	enstruction and completion of the above said infrastructure works strictly in accordance with the
follow	ving standards set forth in the bid documents, approved plans, program of works and specification in
consid	deration of the amount of Eight Andred Seventy-Three Trousend Eight Perce
	(P #73, U75, 22), Philippine Currency.
	NOW THEREFORE for and in consideration of the foresting approximate the matter bands
horohi	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto y agree as follows:
reces	y agree as ronows.
	1 The whole works subject matter of this Agreement shall be completed within
j	1. The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid
Docur	nents, Approved Plans, Program of Works and Specifications and supporting/related documents
	are integrated herewith and incorporated herein by way of reference, namely:
•	
	a. SP Ordinance No. 16, 1020
-	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

PH

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

Rules and Regulations implementing R.A. No. 9184

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Mondred Sixty-Con Thousand Nine Rundred

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

the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or

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

works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of at Antipolo City. OLIVER AQUIND CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: CLIVER ACUINO REBECCA A. YNARES Proprietor/Manager/President Governor\ WITNESSES B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYRIZAL BEFORE ME, a Notary Public for and in City, personally appeared the following Name/Entity Valid ID Presented Date Place HON. REBECCA A. YNARES. Passport No. P8239281A August 5, 2028 Manila TIN NO. 182-311-289 OLIVER AQUINO

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.

uritten and has been signed by the parties hereto in each and every page	
Construction/Provision of Wesh Facilities (Weter, Severustion Conter at Sipsipin Klementery Sebsel, J.	Smitation & Mygione) for Majelo, Risel
WITNESS MY HAND AND SEAL this SEP 23 2000 day of	ATTY ANNA MARIE L. SANTOS at Rizal Novinski Rapitots for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL Until December 31,3221 Adm. Matter No. 19-00 NOTARY PUBLINO! 346000 Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No. 016632 /Rizal MCLE Compliance No.VI-0007883 Valid until April 14, 2022
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

23 September, 2020

MR. HAROLD C. RAMOS HANNAHZIEL BUILDERS AND SUPPLY Morong, Rizal

Dear Mr. Ramos:

The attached Contract Agreement having been approved, notice is hereby given to
HANNAHZIEL BUILDERS AND SUPPLY that work may proceed on the
Concreting of School Ground & Construction of Artesian Well
at Brgy. 2nd District & Brgy. Pagkalinawan, Jalajala, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

9.25.2000

Authorized Signature:

Name of the Representative of the Bidder:

HAROLD C. RAMOS

CONSTRUCTION AGREEMENT $|\phi|$

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
Hannahziel Builders & Supply a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal and herein represented by its Proprietor/President/General Manager, Harold Ramos of legal age, Filipino citizen, single/married, resident of Morong, Rizal hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No.
Concreting of School Ground & Construction of Artesian Well at Brgy. 2nd District & Brgy. Pagkalinawan, Jalajala, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 4, 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Nine Hundred Mine Thousand Four Hundred Thirty Two Percs and 61/100 (P 909,432.61), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within 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. 15, s. 2020/RECB 1, s. 2020 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
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Nine Thousand Four Hundred Thirty Two Pesos and 61/100
(P 909, 472, 61), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works

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

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

16

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Seventy Two Thousand Light Hundred Seventy Line Lesos and 78/100 (P 272.829.73)

 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 liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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 submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

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

the appropriate court of the city/mu works is/are located.	inicipality of the Province of Riz	al where the infrastro	acture project or
	the parties have hereunto signed Antipolo City.	this Agreement this	day of
Hannahziel Builders & Supp Entity/Firm/Corporation	p ly RIZAL PI	ROVINCIAL GOVEI	RNMENT
Ву:	Ву:	6	
Harold Ramos Proprietor/Manager/President	RE	BECCA A. YNARE Governor	S
	WITNESSES	0/	
LOLITA B. DE GUZMAN	<u>M</u>	IA. VICTORIA B. TI	<u>EJADA</u>
N	OTARIAL ACKNOWLEDGME	ENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLOGICAL AND BEFORE ME, a Notary Pu	S)) S.S. blic for and in Antipolo City, personal Valid ID Presented	sonally appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u>
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Harold Ramos	TIN 218-913-754		
all known to me and to me known acknowledgment that the same is the present.	n to be the same person/s who e cir free voluntary act and deed as	xecuted 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 arties hereto in each and every page	page wherein this ac hereof, refers to the	knowledgment is Agreement for:
Concreting of School 2nd District & Brgy.	Ground & Construction of Pagkalinawan, Jalajala,	Artecian ella Rizol	t Brgy.
WITNESS MY HAND AND Antipologity NO. RIZAL	SEAL thisday of 23	SEP 2020 N Of Appoint all in the Un	NA MARIE L. SANTO OTARY PUBLIC PROVINCE OF RIZAL III December 31, 1991
Doc No. 425 Page No. 80	•	A PTR Roll of	dm. Matter No. 7006 NO. 10 Rizal Attornove No. 60266
Book No. / Series 20 40.	>	MCLE Cor	Member No. 016631 /R.: npliance No.VI-0007881 until April 14, 2022



Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Repair/Repainting/Improvement of Ynares School Buildings, Ynares Stage and Ynares Multi-Purpose Covered Court at Hulo Nat'l. High School, Brgy. Hulo, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor 6

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: LAURO M. UBIADAS

CONSTRUCTION AGREEMENT /

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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
Kit Ubiadas Construction Corp. a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal and herein represented by its Proprietor/President/General Manager, Lauro N. Ubiadas of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB 1, s. 2020 namely: Repair/Repainting/Improvement of Ynares School Buildings, Thares
Stage and Ynares Multipurpose Covered Court at Hulo Natl. High School, Brgy. Hulo, 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 September 4, 2020, 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 Hundred Fifty Seven Thousand Two and 94/100 (P 1,95%, 255, 94), 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 calendard Twelve (112) 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 No. 1, 5. 2020 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
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

Cone Million Nine Hundred Fifty Seven Thousand Two Hundred Fifty Five Pesos

and 94/100 (P 1.957.255.94), Philippine

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

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

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Eighty Seven Thousand One Hundred Seventy Six Pesos and 78/100 (P 587,176,78)

 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 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 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. 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 the appropriate court of the city/m works is/are located.	es or suit out of the implementation unicipality of the Province of Rizz	on of this Agreement, al where the infrastro	shall belong to acture project or
	F, the parties have hereunto signed Antipolo City.	this Agreement this	day of
Kit Ubiadas Construction	Corp. RIZAL PF	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By: ahad	Ву:	1	
Lauro II. Ubiadas	RF	EBECCA A. YNARE	s
Proprietor/Manager/President		Governord	
/92/	WITNESSES	4	
LOLITA B. DE GUZMAN	<u>M</u>	IA. VICTORIA B. TI	<u>EJADA</u>
		l	
(NOTARIAL ACKNOWLEDGME	ENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY, R ANGON BEFORE ME, a Notary Po	ES)) S.S. ublic for and in Maripolo City, pers	sonally appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u>
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Lauro M. Ubiadas	TIN - 008-410-689		
all known to me and to me know acknowledgment that the same is the present. This instrument, consisting written and has been signed by the present.	eir free volüntary act and deed as v	page wherein this ac	knowledgment is
	provement of Ynares Sehool	Buildings, Yna High Sehool, B	res Stage
WITNESS MY HAND AN	D SEAL thisday of 2 3	SEPO MARKAZAIN all in the PRO Until Do	WINCE OF RIZAL
Page No. 416	•	Roll of Ass	Watter No. 19-204 34019 Rizai 1695 No 69250
Book No. 1 Series 20_20	•	MCLE Complian	INT NIA CHOOSE IS.

MCLE Compliance No.VI-0007883

Valid until April 14, 2022

Series 20_20



NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Pililla Elem. School (Central), Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA X. YNARES
Governory

I acknowledge receipt of this Notice on:

9.25.2020

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT | 8

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Eit Ubiedas Construction Corp.	. a sole brobler	orship/private corporation, duly
organized and existing under the laws of	the Republic of the Philippines,	with principal place of business
and office address at Binange	man Risal , and	herein represented by its
Proprietor/President/General Manager,	Lauro M. Ubiadas	, of legal age, Filipino
citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,		einafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 16. 2020

Construction/Provision of Wash Facilities (Later, Samitation & Hygiene) For evacuation Center at Pililla Blem. Cahool (Central), Fililla, 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 were 2020, 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 ______ight Eundred Sixty_light Thousand Six Hundred Lighty _____even Fesce and 71/100 _______(P 500,607,71 _____). Philippine Currency.

్రం . ్?•?1 ____), 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 y Four (64) 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. 16. 2020
 - 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
- 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 Light Hundred Sixty Sight Thousand Six Hundred Mighty Seven Fesos & 71/100 (P<u>368,687,71</u> Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

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5. It is understood that prior to the signing of this Agreeme	nt, the Contractor has posted the
required performance security of PESOS Two Bundred Sixty The	
Feene and 31/100	(P_260,606,31)
Philippine Currency, in the form of Performance Bond a	s 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 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 care 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. IN WITNESS WHEREOF	, the parties have hereunto signe	ed this Agreement this	day of
2 3 SEP 2UZu at	Anupolo City.	•	
Rit Ubiadam Construction	Corp. RIZAL F	PROVINCIAL GOVER	NMENT
Entity/Firm/Corporation			
By: lukas	Ву:	6	
Lauro M. Ubiadas	R	EBECCA A. YNARES	8
Proprietor/Manager/President	· ·	Governor	
LOLITA B DE GUZMAN	WITNESSES	MA. VICTORIA B. TE	JADA
7	NOTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINE) S.S.	•	
BEFORE ME, a Notary Pu	ublic for and in Amapolo City, pe	ersonally appeared the f	ollowing
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Laure Me Ubiadas	TIN - 008-440-689		
all known to me and to me know acknowledgment that the same is the present.	n to be the same person/s who	executed the foregoing well as the entity that	instrument and they respectively

acknowledgment that the same is their free voluntary act and deed as we present.	as the entity that they respectively
This instrument, consisting of three (3) pages including this pa written and has been signed by the parties hereto in each and every page h	nge wherein this acknowledgment is ereof, refers to the Agreement for:
Construction/Provision of Wash Facilities (Wate for Myacustion Center at Pililla Slem. School (Sizel	ACTY AND THE CANDON
WITNESS MY HAND AND SEAL thisday of Antipolo City C. RIZAL Doc No42] Page No Book No Series 20_20.	3 SEP ZUZUNOTARY PUBLIC Tor AngioRizab Provincial Capitol Tor AngioRizab Provincial Capitol Tor AngioRizab Province OF RIZAL Until December 31,2021 Adm. Matter No. 12.00 PTR NO. 134.000 Rizal NOTARY PUBLICATION NO. 016632 /Rizal IBP Lifetime Member No. 016632 /Rizal MCLE Compliance No. VI-0007883 Valid until April 14, 2022



NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to
FLAG CONSTRUCTION CORPORATION that work may proceed on the
Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene)

for Evacuation Center at URS Pililla, Pililla, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governog

I acknowledge receipt of this Notice on:

9.25.7000

Authorized Signature:

Name of the Representative of the Bidder FERNANDO L. ARADA

CONSTRUCTION AGREEMENT 19

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with 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 Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, Fernando Arada, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 16. 2020 namely:
Construction/Provision of Wash Escilaties (Water, Esmitation & Hygiene) for Evacuation Center at URS Milla, Milla, 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 September 4. 2020, 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 Sixty Four Thousand Three Hundred Sixty Four Thousand Three Hundred Sixty Four Thousand Present Plans and 42/100 (P 004, 307, 42), Philippine Currency.
Geven Pesos and 42/100 (P 664,367,42), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
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 https://doi.org/10.1001/j.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. 16, 5, 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule
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 ixty Four (64) 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. 16, 8, 2020 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
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

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3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Hundred Sixty Four Thousand Three Hundred Sixty Seven Fesos and 42/100 (P 064,367,42), Philippine

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;

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Fifty Nine Thousand Three Hundred Ten Pesos and 23/100 (P259,310-23)

 Philippine Currency, in the form of Performance Bend as a measure of guarantee for the

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 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 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. 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.

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 3 SEP 2020 at Antipolo City. lgg Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: DOOG REBECCA A. YNARES Governor 4 Proprietor/Manage//President WITNESSES TORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) **NGONO ORIZAL**) S.S. BEFORE ME, a Notary Public for and in GONO City, Dersonally appeared the following Place <u>Date</u> Valid ID Presented Name/Entity Manila August 5, 2028 Passport No. P8239281A HON, REBECCA A. YNARES TIN - 007-885-6**73** Fernando Arada all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Syacuation Center at URS Pililla, Pililla, Rizal ____day of 2 3 SFD WITNESS MY HAND AND SEAL this _ Antipolo City. NOTARY Doc No. for Angono, Binangonan & Cardons Page No. all nother pobling for RIZA Book No. 1

Series 20 do

Until December 31.102

Adm. Matter No. 19-06 PTR NO. 1376 Texizal Roll of Attorneys No. 69250 IBP Lifetime Member No. 016632 /Rizal MCLE Compliance No. VI-0007883



NOTICE TO PROCEED

23 September, 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 Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Hulo National High School, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

A

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

9.25.2020

Authorized Signature:

Name of the Representative of the Bidder: ARNEL M. GOTO

CONSTRUCTION AGREEMENT $_{20}$

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This ACICE EVENT 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 Renangement sizel and herein represented by its Proprietor/President/General Manager, Arnel 11. Goto of legal age, Filipino citizen, single/married, resident of Binangonon, 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. 16 s. 2020 namely:
Construction/Provision of Wash Pacilities (Pater, Sanitation & Hygiene) for Evocuation Center at Hulo High School, Pililla, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 4, 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Nine Hundred Ten Thousand Nine Hundred Twenty Nine Pegos and 95/100 (P 910, 929, 96), 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 Lixty Four (64) 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. 16 3 2020 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
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Ten Thousand Nine Hundred Twenty Nine Pesos and 95/100 (P 910.929.96), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works

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

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

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

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Eundred Seventy Three Thousand Two Eundred Seventy Eight Pesos and 99/100 (P 273.278.99)

 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 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 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



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/m works is/are located.	unicipality of the Province of Riz	al where the infrastr	ucture project or
IN WITNESS WHEREOF 2 3 SFP 2020 at	F, the parties have hereunto signed Antipolo City.	this Agreement this	day of
Goto Construction	RIZAL PR	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By: Juffolio	Ву:	6	
arnel K. Yoto	RE	EBECCA A. YNARE	ES
Proprietor/Manager/President		Governor	·
/ 1	WITNESSES		ļ
LOLITA B. DE GUZMAN	<u>M</u>	A. VICTORIA B. T	EJADA
<i>l</i> -	NOTARIAL ACKNOWLEDGME	ENT	
REPUBLIC OF THE PHILIPPINI ANTIPOLO CITY _R IZAL ANGONO, RIZAL BEFORE ME, a Notary P	ublic for wear the Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u>
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
rnel M. Goto	TIN -237-410-542		
This instrument, consisting written and has been signed by the part of Provis	on to be the same person/s who exheir free voluntary act and deed as good of three (3) pages including this parties hereto in each and every page ion of Wash Facilities (Wash F	page wherein this ace hereof, refers to the	cknowledgment is Agreement for:
		ATTY AM	MA MADIE I GAN
WITNESS MY HAND AN Antipolo City ANGULAR Doc No. 423 Page No. 86 Book No. 7	ID SEAL thisday of 2	3 SEP 2020 Rizal Angolic all in the Un Angolic	Provincial Capitol, D. Binangonan & Cardo PROVINCE OF RIZA til December 31 17-00 NO. 13-00 Rizal
Series 20 de	·	MCLE Cor	Member No 016632 / npliance No.VI-00078 until April 14, 2022



NOTICE TO PROCEED

23 September, 2020

MR. EDWIN G. FRANCISCO EGF ENTERPRISES AND CONSTRUCTION Teresa, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONSTRUCTION that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Hulo Elem. School, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: **EDWIN** G. FRANCISCO

CONSTRUCTION AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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
egr Enterprises and 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 Teresa, Rizal , and herein represented by its Proprietor/President/General Manager, Edwin Francisco , of legal age, Filipino citizen, single/married, resident of Teresa, 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. 16, s. 2020 namely:
Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Hulo Eleme, School, Pililla, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 4, 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Nine Hundred Ten Thousand Seven Hundred Ninety Eight Pesos and 71/100 (P 910,73271), Philippine Currency. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
1. The whole works subject matter of this Agreement shall be completed within Sixty our () 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. 16, s. 2020 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 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
this Agreement in conformity with the province of the Contract;

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

Nine Hundred Ten Thousand Seven Hundred Binety Light Pesos and 71/00

(P 910.798.71), 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;

D

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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Seventy Three Thousand Two Hundred Thirty Nine Pesos and 61/100 (P 273,239.61)

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 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 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

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/mur works is/are located.	nicipality of the Province of Riz	al where the intrastit	icture project or
IN WITNESS WHEREOF, at A	the parties have hereunto signed antipolo City.	this Agreement this	day of
2 3 SEF 2020			ł
EGF Enterprises and Construction	ction RIZAL PI	ROVINCIAL GOVER	RNMENT
By:	Ву:	Ø	
Edwin G Francisco Proprietor/Manager/President	_ RE	EBECCA A. YNARE Governor	S
	WITNESSES	8	
LOLITA BODE GUZMAN	<u>M</u>	IA. VICTORIA B. TI	<u>EJADA</u>
/ No	OTARIAL ACKNOWLEDGME	INT	
REPUBLIC OF THE PHILIPPINES AN AMEGONO PAI ZAL		L	
BEFORE ME, a Notary Pub) S.S. dic for and in Articological City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Edwin G. Francisco	977 - 423-489-356		
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 part	of three (3) pages including this rties hereto in each and every page	page wherein this ac hereof, refers to the	knowledgment is Agreement for:
Construction/Provision for Evacuation Center at Hu	n of wash Pacilities (we look as a second color of the second colo	ter, Sanitation	& Hygiene)
WITNESS MY HAND AND AND AND RIZAL	SEAL this day of 2	all in the	PTARY PUBLIC Provincia of Cardona PROVINCE OF RIZAL til December 31
Doc No. 443 Page No. 96 Book No. 1		PTR Named of the Control of the Cont	dm. Matter No. 19-36 NO. 13-66 Rizal Attorneys No. 69250 Member No. 016632 /Riza

MCLE Gompliance No.VI-0007883 Valid until April 14, 2022

Series 20 20



NOTICE TO PROCEED

23 September, 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 Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Malaya Elem. School, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

B

REBECCA A. YNARES

Governord

I acknowledge receipt of this Notice on:

9.25-200

Authorized Signature:

Name of the Representative of the Bidder: ARNEL M. GOTO

CONSTRUCTION AGREEMENT 22

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 Binangensn, Risal, and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of Binangonan, Risal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,	S S
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No.	1
Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Malaya Elem. School, 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 September 4, 2020, 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 Sixty Nine Thousand One Hundred Seven One Person and 54/100 (P 869,171.54), Philippine Currency.	e e
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:)
1. The whole works subject matter of this Agreement shall be completed within Sixty Four (64) calendar days, in accordance with the provisions of the Bio Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:	1
 a. SP Ordinance No. 16. 2020 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	

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

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

Eight Hundred Sixty Nine Thousand One Hundred Seventy One Pesos and 54/100

(P 869.171.54), Philippine

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

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K.

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

22

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Sixty Thousand Seven Hundred Fifty One Peace and 46/100 (P260.751.46)

Philippine Currency, in the form of Performance Band 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 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 22 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 case the appropriate court of the city/m works is/are located.	es or suit out of the implementation unicipality of the Province of Riza	n of this Agreement al where the infrastr	shall belong to ucture project or
	, the parties have hereunto signed Antipolo City.	this Agreement this	day of
A.M. Gete Construction Entity/Firm/Corporation	RIZAL PR	OVINCIAL GOVE	RNMENT
By:	Ву:	6	
Proprietor/Manager/President	RE	BECCA A. YNARE Governor&	ES
A.	WITNESSES	9/	,
LOLITA'B, DE GUZMAN	<u>M</u>	A. VICTORIA/B. T	<u>EJADA</u>
1	NOTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINE ANANGONOTE ZAL	SS) S.S. ablic for and in Application, personal city, personal c	AL sonally appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
A_nel H. Gote	TIN-237-410-542		
all known to me and to me know acknowledgment that the same is the present.	n to be the same person/s who enter free voluntary act and deed as v	xecuted the foregoin well as the entity that	g instrument and they respectively
This instrument, consisting written and has been signed by the p	of three (3) pages including this parties hereto in each and every page	page wherein this ac hereof, refers to the	eknowledgment is Agreement for:
Construction/Provision For Evacuation Center at Ma	ion of Wash Fasilities (Washaya Elem. School, Pilill		& Hygiene)
	· '	CEDAMMA ANNA	MARIEL, SANTOS
WITNESS MY HAND AN	D SEAL thisday of 2.3	SEPAZOZO ANNA NOTA	ARY PUBLIC Provincial Canitol Inangolian & Caldona
Antipologio, RIZAL	ال الم		ROVINCE OF RIZAL December 31
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IBP Lifetime Member No. 016632 /Rizai

MCLE Compliance No.VI-0007883 Valid until April 14, 2022

Book No.

Series 20 30



NOTICE TO PROCEED

23 September, 2020

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

Dear Ms. Nocon:

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

Improvement / Construction of Drainage Canal at Block 3 Street and Block 17 Street, St. Peterville Subd., Brgy. San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

9.25.2020

Authorized Signature:

Name of the Representative of the Bidder: MARIA LOIDA C. NOCON

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 Rafael Builders

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodriguez, Rizal, and herein represented by its Proprietor/President/General Manager, Naria Poida C. Nocon, of legal age, Filipino citizen, single/married, resident of Nocon, 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, s. 2020 namely:

Improvement/Construction of Drainage Canal at Block 3, Street and Block 17 treet, t. Detervible subd., Brgy. Jan Jose, Rodriguez, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 4, 2020, 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 Cne Million Seven Hundred Bighty Thousand Forty

ight less and 89/100 (P1.780.048.89), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Ninety (90) 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, s. 2020
 - 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
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS one Million Seven Hundred Bighty Thousand Forty Bight Pesos and 89/100 (P_1,780,048.89), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

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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;

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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 Five Hundred Thirty Four Thousand Fourteen

Pesos and 67/100 (P 534.014.67)

Philippine Currency, in the form of Ferformance 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 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 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 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. 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.

	the parties have hereunto signe Antipolo City.	d this Agreement this	day of
on Gofael Builders Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOVER	NMENT
By: Proprietor/Manager/President	By:	EBECCA A. YNARES	S
TX 1	WITNESSES	8	
LOLITA B. DE GUZMAN	Ī	MA. VICTORIA B. TE	<u>JADA</u>
Ne	OTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES AN ANGLORIC CUTY I ZAL	S.S. olic for and in AMEONO, RI	LAL	Callowing
BEFORE ME, a Notary Pub	lic for and in Anapolio City, pe	rsonany appeared me i	
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Paria Loida Nocon	TIN 910-996-316		
all known to me and to me known acknowledgment that the same is the	to be the same person/s who ir free voluntary act and deed as	executed the foregoing well as the entity that	instrument and they respectively

present.

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written	This instrument, consisting of three (3) pages including the and has been signed by the parties hereto in each and every page.	is page wherein this acknowledgment is ge hereof, refers to the Agreement for:
	Improvement/Construction of Drainage Canal 17 Street, St. Peterville Subd., Brgy, San	Jose, Rodriguez, Rizel
	WITNESS MY HAND AND SEAL thisday of	
Page No Book No Series 20	D	NOTARY ROBOKAttorneys No. 69250 IBP Lifetime Member No. 016632 'Riza MCLE Compliance No.VI-000/88? Valid until April 14, 2022



NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to that work may proceed on the CSGER CONSTRUCTION CORPORATION Constn. of Ynares Multi-Purpose Bldg. & Constn. of Drainage Canal at Rodriguez & Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: CARLOS S. GERONIMO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

pursuant of the Sangguniang Panlalawigan Ordinance No. 15, s. 2020

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

Usger Construction Corporation	n ,	a sole p	ropriet	orship/p	rivate con	porati	on, d	luly
organized and existing under the laws of	the Republic of	the Phili	ppines,	with pri	ncipal pla	ce of	busir	iess
and office address at Rodrigu			and	herein	represen	ted	by	its
Proprietor/President/General Manager,					of legal	age,	Filip	ino
citizen, single/married, resident of		nizal	, hei	einafter	referred	to	as	the
CONTRACTOR. WITNESSETH, That,								
WHEREAS, the PROVINCE dec	clares that certa	in infrast	ructure	works s	should be	const	ructeo	1 in

Construction of Yneros Multipurpose Building & Construction of Drainage Canal at Rodrigues & Baras, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>September 4, 2020</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Three Million Five Hundred Bighty Five Thousand Five Hundred Fifty Fesos and 98/100</u> (P 3.585.550.98), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within the following the 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 herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 15. s. 20.0
 - 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
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Five Hundred Eighty Five Thousand Five Hundred Fifty Pesos and 98/100 (P 3.585.550.98), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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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 Cne Million Seventy Five Thousand Six Hundred Sixty Five Pegos and 29/100 (P 1,075,665,29 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 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 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

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. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this __ 2 3 SFP 2020 at Antipolo City. Osger Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Proofietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF FHE PHILIPPINES) IHONO CH'Y) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place | Date Valid ID Presented Name/Entity August 5, 2028 Manila Passport No. P8239281A HON, REBECCA A, YNARES

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

TIN - 130-861-096

Carlos Geronimo

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Series 20_4\

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 Ynares Multipurpose Building & Construction of Drainage Canal at Rodriguez & Baras, Rizal

WITNESS MY HAND AND	SEAL this	_day of <u>23 SEP r200 mg Rizab</u> all in the PR	Pre
Antipolo City, 1. 7 Al	٠ - ١	all in the PR	(O)
Antipolo City IZAL NGCMC, RIZAL		Until 1	De
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eys No 69250 IBP Lifetime Member No 016632 /Riza MCLE Compliance No.VI-0007883 Valid until April 14 2022



NOTICE TO PROCEED

23 September, 2020

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Improvement of various school buildings at Tagumpay
National High School, Brgy. San Jose, Rodriguez, Rizal
effective on the day you received this Notice to Proceed.

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

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

REBECCA A. YNARES Governor

Very truly yours,

Authorized Signature:

Name of the Representative of the Bidder: RENATOR. VILLAROMAN

CONSTRUCTION AGREEMENT χ

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 Baras, Rizal and herein represented by its Proprietor/President/General Manager, Renato Villaroman of legal age, Filipino citizen, single/married, resident of Baras, 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
Improvement of various school buildings at Tagumpay National High School, Brgy. San Jose, Rodriguez, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 4, 2020 , 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 Fight Hundred Forty Thousand Five Hundred Ninety Three Peacs and 03/100 (P 1.840.593.03), 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 Right (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
 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
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Eight Hundred Forty Thousand Five Hundred Ninety Three Pesos and 03/100 (P 1.840.593.03), Philippine
and O// 100 (F. 1911), Finisppine

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

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

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



- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Fifty Two Thousand (ne Hundred Seventy Seventy Seven Pesos and 71/100 (PSS2,177.91)

 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 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 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





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.

works is/are located.			
IN WITNESS WHEREOF	, the parties have hereunto signed Antipolo City.	this Agreement this	day of
ord Bu ildors	RIZAL PR	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		•	
Ву:	By:	R	
ecate Villeromen	RE	BECCA A. YNARE	s
Proprietor/Manager/President	<u> </u>	Governor ◊	
M /	WITNESSES	6./	ļ
LOLITAB. DILGUZMAN	м	A. VICTORIA B. TI	EJADA
LULITA/B. DIEGUZMAN	<u> </u>		
	NOTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINI ANTIPOLOGIO, R BEFORE ME, a Notary P	ES)) S.S. ublic for and in tentipolo 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
lemoto Villeronan	TIN - 119-041-448		
all known to me and to me know acknowledgment that the same is the present.	on to be the same person/s who exacir free voluntary act and deed as v	xecuted 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 hereto in each and every page	page wherein this ac hereof, refers to the	knowledgment is Agreement for:
Improvement of var	ious school buildings at f Jose, Fodriguez, Disal	Pagumpay Hations	a High
WITNESS MY HAND AN Antipolo City O, R	D SEAL this SEP 23 2029 of	all in the	IA MARIE L. SANTO PTARICIA! Carlfol Binangonair & Cardona PROVINCE OF RIZAL il December 31.2021

Doc No. Page No.

Book No.

Series 20 202

Adm. Matter No. 19-00 c PTR NO. 33600 Rizal

IBP Lifetime Member No. 016632 /Rizar

MCLE Compliance No.VI-0007883 Valid until April 14, 2022

NOTAR ROUBLACTOR No. 69250



NOTICE TO PROCEED

23 September, 2020

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

Dear Mr.Bilog:

Very truly yours,

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

Construction of Perimeter Fence at Talaga Elem. School, Sitio Talaga, Brgy. Maybancal, 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.

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on: 9.25.2020

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

CONSTRUCTION AGREEMENT 210

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and , a sole proprietorship/private corporation, duly GKB Builders organized and existing under the laws of the Republic of the Philippines, with principal place of business Moreng, Rizal and herein represented address at Gerald Fenn 5J Bilog _, of legal age, Filipino Proprietor/President/General Manager, Morong, Rizal hereinafter referred to as citizen, single/married, resident of CONTRACTOR. WITNESSETH, That, WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 2008 Res. 1, s. 2020 Construction of Perimeter Fence at Talaga Elem. School, Sitio Tolaga, Brgy. Haybancal, Morong, Rizal WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last <u>September 4. 2020</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of ______ Two Killian Six Hundred __ixty Four Thousand __ight_ (P 2,664,622.55), Philippine Currency. Hundred Twenty Two Pesos and 55/100 NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within 88) 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. RPCB Res. 1, s. 2020 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 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the



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

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

Two Million Six Hundred Sixty Four Thousand Sight Hundred Twenty Two Fesos

and 55/100

(P 2,664,822.55), 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;

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

24

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>even Sundred Ninety Fine Thousand Four Hundred Ports of Performance Fond</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 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 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





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/muniworks is/are located.	icipality of the Province of Riz	al where the infrastru	cture project or		
	he parties have hereunto signed ntipolo City.	this Agreement this	day of		
GKB Builders	RIZAL PI	ROVINCIAL GOVER	NMENT		
Entity/Firm/Corporation					
Ву:	By:	8			
Gerald Kenn J Bileg	RE	EBECCA A. YNARE	3		
Proprietor/Manager/President		Governor &			
/20	WITNESSES				
LOLVEA DOTE CHIZALAN	M	A. VICTORIA B. TE	JADA		
LOLITA BODE GUZMAN	<u>1V.</u>	A. VICTORIA B. 11	<u>JAVA</u>		
/ NOTARIAL ACKNOWLEDGMENT					
REPUBLIC OF THEARHILIPPINES) AN EXECUTE (S.S.)					
BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following					
Name/Entity	Valid ID Presented	<u>Date</u>	Place		
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila		
Gerald Menn Si Bilos	<u> 1905 – 300-740-75</u> 3	 			
all known to me and to me known t acknowledgment that the same is their present.	to be the same person/s who e free voluntary act and deed as v	xecuted the foregoing well as the entity that	instrument and 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 Perimeter Sence at a lage law. School, Sitie Telega, Brgy. Maybancal, Morong, Rizal ATTY: ANNA MARIE L. SANTOS NOTARY PUBLIC WITNESS MY HAND AND SEAL this 2 3 SEPtra 2020 for Ambirad, Provincial Capital ardona all in the PROVINCE OF RIZAL Until December 31 Antipolo City. Adm Matter No. 19 006 PTR NO 13 Kork (Riza! Doc No. NOTAP ROLL STATION NO 69250 IBP Lifetime Wember No 016632 /Riza Page No. Book No. Series 20 💫 MCLE Compliance No.VI-0007883 Valid until April 14 2022



NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION that work may proceed on the Rehabilitation / Concreting of Zinia Street and Cardinal Ext. Street, Modesta Village, Sto. Niňo, 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 &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: CARLOS 8. GERONIMO

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
Csger Construction Corporation a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodriguez, Rizal, and herein represented by its Proprietor/President/General Manager, Carlos Geronimo, of legal age, Filipino citizen, single/married, resident of Rodriguez, Rizal, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 5. 2020 namely:
Rehabilitation/Concreting of Zinia Street and Cardinal Ext. Street, Modesta Village, Sto Nine, San Mateo, 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 September 4, 2020, 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 Four Hundred Seventy One Thousand One Hundred Sixty Six Pesos and 87/100 (P 2,471,166,87), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Ninety (90) 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, s. 2020
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
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 Milliam Four Hundred Seventy One Thousand One Hundred Sixty Six Pesos
Currency, in consideration of the construction and only upon completion of the infrastructure works
Christies, in consideration of the consideration and in the

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 Seven hundred Forty One Thousand Three Hundred (P741,350.06 ifty Desos and 06/100 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 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 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 27 to resort to other alternative modes of disputes resolution.

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to works is/are located.

the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. Cager Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES Governord Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIRQIONOT) S.S. BEFORE ME, a Notary Public for and Mantipolo City, personally appeared the following <u>Place</u> **Date** Valid ID Presented Name/Entity Passport No. P8239281A August 5, 2028 Manila HON. REBECCA A. YNARES Carlos Geronimo

all known to me and to me known to be the sacknowledgment that the same is their free volumersent.	same person/s who executed the foregoing instrument and stary act and deed as well as the entity that they respectively
This instrument, consisting of three (3) written and has been signed by the parties hereto i	pages including this page wherein this acknowledgment is n each and every page hereof, refers to the Agreement for:
	ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC Log of 23 SFP 2020all in the PROVINCE OF RIZAL Until December 31 Adm Matter No. 9 PTR



NOTICE TO PROCEED

23 September, 2020

MR. TEODORICO C. ALEJANDRO ALE-J CONSTRUCTION & TRADING Rodriguez, Rizal

Dear Mr. Alejandro:

The attached Contract Agreement having been approved, notice is hereby given to ALE-J CONSTRUCTION & TRADING that work may proceed on the Concrete Reblocking of Cattleya Street, Modesta Village, Sto. Niňo, 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:

9.25.702

Authorized Signature:

Name of the Representative of the Bidder: TEODORICO C. ALE.

09/04/2020 # 28

CONSTRUCTION AGREEMENT 28

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	Ale-J Construction & Trading organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodriguez, Rizal, and herein represented by its Proprietor/President/General Manager, ngr. Teodorico legiandro, of legal age, Filipino citizen, single/married, resident of Rodriguez, Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 8, 2020 namely:
	Concrete Reblocking of Cattleya Street, Modesta Village, Sto Nino, San Mateo, 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 September 4, 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Seven Hundred Eighty Thousand Twenty Two Peros and 06/100 (P 1,780,022,06), Philippine Currency.
· ·	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within
, U	a. SP Ordinance No. 15, s. 2020 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
3	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
	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
}	Currency, in consideration of the construction and only upon completion of the infrastructure works
	Currency, in consideration of the construction and only upon completion of the intrastructure works

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

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

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

 and 61/100 (P 534,006.62)

 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 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 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

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 24 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.			
IN WITNESS WHEREOF, t	he parties have hereunto signification of the national control of the national	gned this Agreement this	day of
Ale-J Construction & Tradi Entity/Firm/Corporation	ng RIZA	L PROVINCIAL GOVE	RNMENT
Ву:	Ву:	в	
Engr. Teodorico Alexandr Proprietor/Manager/President	ro ·	REBECCA A. YNARE	S
LOLITA BE GUZMAN	WITNESSES	MA. VICTORIA B. TI	EJADA
(OTARIAL ACKNOWLEDO	BMENT	
REPUBLIC OF THE PHILIPPINES ANAMOGNOTIXIZAL	100	· ~ ^1	•
BEFORE ME, a Notary Pub.	lic for and in Michael City,	personally appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Engr. Teodorico Alejandro	TTN - (40-052-573		
all known to me and to me known acknowledgment that the same is their present.	to be the same person/s w	ho executed the foregoin	g instrument and they respectively
This instrument, consisting of	of three (3) pages including	this page wherein this ac	knowledgment is

This instrument, consisting of three (3) written and has been signed by the parties hereto	in each and every page her	reof, refers to the Agreement f	or:
Concrete Reblocking of Cattley San M_tee, Rizal	ya Street, Modesta V	Village, Sto. Mino	
THAT NECE MY HAND AND SEAT this	day of 23	ATTY. ANNA MARIE L SEP 2020 NOTARY PUBI. For Address Binavigoials C	IC %p@d rdone
WITNESS MY HAND AND SEAL this	د -	all in the PROVINCE C Until December Adm. Matter No	DF RIZAL 31.001.1 0.1906
Page No. 90' Book No. / Series 20 90	•	PTR NO 5 Lot (C NOTAROLL OF Atterneys No IBP Lifetime Member No. 0 MCLE Gompliance No.V Valid until April 14.	69250 16632 /Riza 1-0007883



NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. San Jose:

The attached Contract Agreement having been approved, notice is hereby given to KRSJ CONSTRUCTION AND GEN. SERVICES that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene)l for Evacuation Center at Sitio Aguho, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

9.25-20

Authorized Signature:

Name of the Representative of the Bidder: KHRISTIAN S.E. SAN JOSE

09/04/2020 # 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
KRSJ Construction & Gen. Services, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Kristian Stan Jose</u> nd herein represented by its Proprietor/President/General Manager, <u>Teresa</u> , Rizal of legal age, Filipino citizen, single/married, resident of hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works that declared as the Lowest Calculated Responsive Bid in a public bidding held last, 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 75/140 amount of
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
Seventy 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: 16, s. 2020
a. SP Ordinance No. 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
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;
One Militon 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 release otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

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5. It is understood that prior to the signing of this Agreement	t, the Cont	ractor has pos	ted the
required performance security of PESOS Three Hundred Two Tho	ousand Fo	orty Four Pe	1506
and 13/100	æ	302,044 ,13)
Philippine Currency, in the form of Ferformance Bond as		of guarantee	
faithful compliance of and compliance with his obligations un	nder this	Agreement a	nd all
papers/documents in support thereto and/or incorporated herewith, in	n accordan	ce with the F	3iddino
Documents:		or with the r	,,uum

- 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 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



V

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.

			•	
in witness whereo	F, the parties have hereunto sign at Antipolo City.	ed this Agreement this	day of	
KRSJ Construction & Gen.	Services RIZAL	PROVINCIAL GOVE	RNMENT	
Entity/Firm/Corporation				
Ву:	Ву:	R		
Khristian SE. San Jos	•	REBECCA A. YNARE	S	
Proprietor/Manager/President		Governor d		
LOLITA B. DE GUZMAN	WITNESSES	MA. VICTORIA B. TI	EJADA	
	NOTARIAL ACKNOWLEDGM	MENT		
REPUBLIC OF THE PHILIPPIN ANTIPANS ONO, RIZAL BEFORE ME, a Notary F	IES)) S.S. Public for and in Angono, R. F.	. ZAL ersonally appeared the	following	
Name/Entity	Valid ID Presented	<u>Date</u>	Place	
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila	
Khristian 3%. San Jose	TIN - 227-955-263	 	- ,	
Khristian 55. San Jose all known to me and to me known acknowledgment that the same is to present.	wn to be the same person/s who	executed the foregoings well as the entity that	g instrument and they respectively	~
all known to me and to me know acknowledgment that the same is t present.	wn to be the same person/s who their free voluntary act and deed a	s well as the entity that is page wherein this ac	knowledgment is	~
all known to me and to me know acknowledgment that the same is t present. This instrument, consisting written and has been signed by the	wn to be the same person/s who their free voluntary act and deed a ag of three (3) pages including the parties hereto in each and every pages of Wash Facilities (Wash Facilities)	is page wherein this ac age hereof, refers to the A	knowledgment is Agreement for: Agreement	~
all known to me and to me know acknowledgment that the same is to present. This instrument, consisting written and has been signed by the Construction/Provisi	wn to be the same person/s who their free voluntary act and deed a ag of three (3) pages including the parties hereto in each and every pages of Wash Facilities (Wash Facilities)	is page wherein this ac age hereof, refers to the A ater. Sanitation of	knowledgment is Agreement for: Agreement for:	, ITOȘ
all known to me and to me know acknowledgment that the same is to present. This instrument, consisting written and has been signed by the Construction/Provisifor Evacuation Center at State of	wn to be the same person/s who their free voluntary act and deed a ag of three (3) pages including the parties hereto in each and every pages of Wash Facilities (Wash Facilities (Wash Facilities (Wash Facilities))	is page wherein this acage hereof, refers to the Attention of ATTY. ANN NO.	knowledgment is Agreement for: Agreement for: AMARIE L. SAN TARY PUBLIC	done
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all known to me and to me know acknowledgment that the same is to present. This instrument, consisting written and has been signed by the Construction/Provisitor Evaquation Center at State of Evaquation Center at State of Evaquation Center at State of City ONO, Karana Doc No. 429	wn to be the same person/s who their free voluntary act and deed a ag of three (3) pages including the parties hereto in each and every parties hereto in each and every parties of Wash Facilities (Wash Faciliti	is page wherein this acage hereof, refers to the Atter. Sanitation of ATTY ANN NC Properties. All in the Funting Acade, and Atternation of the Acade, and Atternation of the Acade, and Aca	knowledgment is Agreement for: A MARIE L. SANTARY PUBLIC Bryingish Santeler PROVINCE OF RIZING Metter No. 47	done AL ₩
all known to me and to me know acknowledgment that the same is to present. This instrument, consisting written and has been signed by the Construction/Provisitor Evacuation Center at State of Evacuation Center at State of City ONO, Kindson Doc No. 429 Page No. 47	wn to be the same person/s who their free voluntary act and deed a ag of three (3) pages including the parties hereto in each and every parties hereto in each and every parties of Wash Facilities (Wash Faciliti	ater, Sanitation of ATTY ANN ATTY ANN ATTY ANN ATTY ANN ATTY ANN ATTY ANN AND ATTY AND AND ATTY AND AND ADDRESS OF A PART AND ADDRES	knowledgment is Agreement for: A MARIE L. SAN TARY PUBLIC PROVINCE OF RIZID Decamber 31, 22 Im. Matter No. 12 (2) MO. 13 (2) Mo. 14 (2) MO. 15 (2) Mo. 15 (2) Mo. 16 (2) Mo. 16 (2) Mo. 16 (2) Mo. 17 (2) Mo. 17 (2) Mo. 17 (2) Mo. 18	done AL U
all known to me and to me know acknowledgment that the same is to present. This instrument, consisting written and has been signed by the Construction/Provisitor Evaquation Center at State of Evaquation Center at State of Evaquation Center at State of City ONO, Karana Doc No. 429	wn to be the same person/s who their free voluntary act and deed a ag of three (3) pages including the parties hereto in each and every parties hereto in each and every parties of Wash Facilities (Wash Faciliti	ater, Sanitation of ATTY ANN ATTY ANN ATTY ANN ACTOR OF THE LITER OF T	knowledgment is Agreement for: A MARIE L. SAN TARY PUBLIC Bryingish Sanite ar PROVINCE OF RIZID Decamber 31, 22 In Matter No. 17 20 NO.	done AL L L L L L L L L L L L L L L L L L L



NOTICE TO PROCEED

23 September, 2020

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Sitio Abuyod, Brgy. Dalig, Teresa, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governos

I acknowledge receipt of this Notice on:

9.25.2020

Authorized Signature:

Name of the Representative of the Bidder, SIDNEY B. SORIANO

09/04/2020 # 30

CONSTRUCTION AGREEMENT 30

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 Norone, Right , and herein represented by its Proprietor/President/General Manager, Lichey oright , of legal age, Filipine citizen, single/married, resident of Morone, Right , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,	s s
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, s. 2020 namely: on truction/provision of ash Pacilities (later, Sanitation & Hygiene) to litio buyod, Ergy. Dalig, Teresa, Rizal.	1
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>September 4, 2020</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 <u>Sight Hundred Thirty Che Thousand One Hundred Dight Hundred Dight Hundred Thirty Che Thousand One Hundred Dight Hundred Dig</u>	e e e n
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heret hereby agree as follows:	0
1. The whole works subject matter of this Agreement shall be completed within 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:	d
a. SP Ordinance No. 15, 5, 2020 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 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 this Agreement in conformity with the province of the Contract;	ne of
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESO light Hundred Thirty one Thousand one Hundred Eighty Dix Pesos and 81/100 (P 831,136.81), Philippin Currency, in consideration of the construction and only upon completion of the infrastructure work 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;	ne ks

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's 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 all 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 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



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

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

Jurisdiction over civil cases the appropriate court of the city/mus works is/are located.	or suit out of the implementati nicipality of the Province of Ri	on of this Agreement zal where the infrastro	shall belong to acture project or
IN WITNESS WHEREOF,	the parties have hereunto signe Antipolo City.	d this Agreement this	day of
G.B. Soriano Construction	RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		1	
By:	Ву:	K	
_	·		
idney soriese	_ R	EBECCA A. YNARE Governor &	S
Proprietor/Manager/President		Governor	
lk -	WITNESSES	8/	
LOLITA B. DA GUZMAN	Ī	MA. VICTORIAB. TI	<u>EJADA</u>
/ ~ *			
N	OTARIAL ACKNOWLEDGM	ENT	•
REPUBLIC OF THE WELL PPINES ANTIBOMO OF THE	S)) S.S.	•	:
BEFORE ME, a Notary Pub	olic for and in Apptipola City, pe	AL rsonally appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Sidney Soriano	1998 - 019-197-2 69		
all known to me and to me known acknowledgment that the same is the present.	to be the same person/s who	executed the foregoing well as the entity that	g instrument and they respectively
This instrument, consisting written and has been signed by the par	of three (3) pages including this rties hereto in each and every page	s page wherein this ac ge hereof, refers to the	knowledgment is Agreement for:
Construction/Provision:	n of wash Facilities (wayod, Brgy, Dalig, Tere	ator, Canitation on, Rival	& Sygiene)
	·		ALL SANTOS
	SEP 24 2020	ATTY ANNA MA	PUBLIC
WITNESS MY HAND AND	SEAL thisday or	ATTYCANINA MA NOTARY for Angerit, Biffen all in the PROV	CONTICIAL CAPACIF
Antipolo City NO, RIZAL	4 3	all in the PROV	ember 31 203)
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