

Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020.

MR.PAOUO OLIVER D. AQUINO DIAZ AQUINO CONSTRUCTION CORP. Binangonan, Rizat

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to DIAZ AQUINO CONSTRUCTION CORP. that work may proceed on the Repair & Renovation of School Canteen & H.E. Room at Janosa Étem, School, Brgy, Janosa, Binongonan, Rizaleffective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor.

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: PAOLO OLIVER D. AQUINO

10/06/2020 π F

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, Carcumferential Road corner P. Oliveros St., Brgy. San Roque. Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. XNARES, 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 Livergeneral Pi-1, and herein represented by its Proprietor/President/General Manager, 10, 120, 120, 120, of legal age, Filipino citizen, single/married, resident of Pix. 25,000 p., 12282, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed to pursuant of the Sangguniang Panlalawigan Ordinance No carely:
check, dray, Janesa, Miningon, n. Fizal
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>October 0. 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 Sillica Cne Sundred Tairty Thousand</u> wir Sundred

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

(P 1,170,643,62), Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within ______; ty ________ (SO_____) 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 betewith and incorporated berein by way of reference, namely:
 - a. SP Ordinance No. 197438 2080 2, 8, 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule

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- 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. Hid Security
- i. Addenda and Supplemental Bulletins
- Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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

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 (P 1.130.643.62). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 3. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>state undered thirty Sine should be considered to the Currency in the form of Ferfortunde as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and alt papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;</u>
- 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 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 as 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 exherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whicher 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 will

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

- 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:
- III. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE,
- II. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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 forder 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 there in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract. CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- \$5. Any and all disputes arising from the implementation of this Agreement shall be sebinited to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

the appropriate court of the city/mut works is/are located.	nicipality of the Province of Ris	al where the infrastr	ucture project of
IN WITNESS WHEREOF, at A	the parties have hereauto signed Antipolo City NEON C. S. A.A.	i this Agreement this	day of
Entity/Firm/Corporation	RIZAL PI	ROVINCIAŁ GOVE	RNMENT.
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Des Pains	_ R	EBECCA A YNARE	S.
Prhprictor/Manager/President		Covernor &-	
1/21	WITNESSES	9./	
LOLITA BANE GERMAN	<u>M</u>	(A. VICTORIA B. T	<u>FJADA</u>
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REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY))\$.\$.	•	
BEFORE ME, a Notary Pub	lic for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	<u>Data</u>	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
losquine	2377 = 2312=034= 780		· — ·
all known to me and to me known acknowledgment that the same is their present.	to be the same person's who e r free voluntary act and deed as v	secured the foregoing well as the entiry that	g instrument and they respectively
This instrument, consisting of written and has been signed by the par	of three (3) pages metading this ties hereto in each and every page	page wherein this ac hereof, refers to the /	knowledgment is Agreement for:
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020.

MS. ROSATITA DC. TIRAÑA 7JMR CONSTRUCTION SERVICES Binangonan, Rizal

Dear Ms. TitaÑa:

The attached Contract Agreement having been approved, notice is hereby given to TIMR CONSTRUCTION SERVICES—that work may proceed on the Construction of 3-storey, 4-rooms Vinares School Building at Pinagditawan Elem School, Brgy. Pinagditawan, Binangonan, Right 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 limplementing Schedule

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

Very truly yours,

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REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder

BOSATITA DC. TIRAÑA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Sinarchast</u>, 31221, and herein represented by its Proprietor/Prosident/General Manager, hardlite limits of logal age, Filipino citizen, single/married, resident of <u>Sinarchast</u>, hereinafter referred to as the CONTRACTOR. WITNESSLITH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in parsuant of the Sangguniang Panlalawigan Ordinance No. STER Res. 3. 8. 2020 namely:

Denotruction of 2 storey, 4 rooms Franco .chool Suilding at Pinagdilewan .lem. chool, Orgy. Tic gdilewen, Simungenen, Rizal

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

- I. The whole works subject maker of this Agreement shall be completed within no business Picty Two (. 152) 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 S? Ominance No. 14:58 Res. 3, s. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations unplementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenents 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 tonount of PESOS <a href="https://docs.org/16.1511/en-Parter Pandred Fifty Contracts and State Four Thousand Three Rundred Fifty Contracts, 351.65). 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 presented by the Contract and specified in the Bid and as agreed upon by the Contractor.

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money of 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 Villian Five Bundred Fifthers Thou and Akree bracked five was and 55/100 (12.15.15.15)

 Philippine Currency, in the form of Ferformance 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 Fadures" 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 wis.

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- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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 centract, 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. \$76, 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 portioent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF	, the parties have hereumo signe	d this Agreement this	day of
	Antipolo City NGONO, R. ZAL	.,	
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Entity/Firm/Corporation	KEAL1	MOVEME, INC. CO.	KININE
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By: - Addardo	₿y;	R	
for the Stress	R!	EBECCA A YNARE	:s
Proprietor/Manager/President		Governor	
184	WITNESSES	0/	
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		المستحويج والمدادة	
(N	OTARIAL ACKNOWLEDGME	ENT.	
REPUBLIC OF THE PHILIPPINE	S)		
ANTIROLO CITY)s.s		
DEPORE ME - Maran Ind	tilia Carana della dissipata Circa anno		6-11
BEFORE ME, a Notary Fix	blic for and in Antipolo City, per	somany appeared me	ronowing
Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u>
HÓN, REDECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
os:dita Tiruda	22H = 703-41-180		
written and has been signed by the pa- construction of 8 sto	of three (3) pages including this stick below in each and every page	well as the entity that page wherein this so hereof, refers to the A	they respectively knowledgment is Agreement for:
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NOTARY PURPLE TO

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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

96 November, 2029.

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 of Feeding Center & Improvement of Ynares Stage at Janosa Elem, School, Brgg, Janosa, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor:

I acknowledge receipt of this Notice on:

Authorized Signature

Authorized Signature

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

CONSTRUCTION AGREEMENT 3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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. VNARES, became 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 Birongersn, Ri241 and herein represented by its Proprietor/President/General Manager, stall its oto of legal age, Filipine citizen, single/martical, resident of Birongersn, w1241, hereinafter referred to as the CONTRACTOR, WITNESSETH, That
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggueriang Panlalawigan Ordinance No
construction of Treding Center ? Torrovement of Thoron Stage of Janese Stage of Janese Stage Stage & Janese Missey Wital
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 Catcher 6, 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 the Fillian line famoured since the fillian line
hundred Forty Three Pasce and 59/100 (P 1.798,047.19), Philippine Currency.
NOW. THEREFORE, for and in consideration of the foregoing premises, the parties bereto bereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within
a. SP Ordinance No. 18, s. 2020
 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
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- 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 Vaniual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restination shall be applicable in the implementation of this Agreement;

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- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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;
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Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to are of Rizal where the infrastructure project of

	F, the parties have hereunto signed t Anapolo City.	this Agreement this	day of
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Proprietor/Managet/President		Governor &	•
/k	WITNESSES	JL.	
LOLITA BY DE GREMAN	<u>»</u>	ia, vic <u>tória b, ti</u>	<u>U</u> AD <u>A</u>
/	NOTARIAL ACKNOWLEDGMA	ENT	
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY,	(ES) () S.S.		
BEFORE ME, a Notary I	Public for and in Antipolo City, per	somely appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u>
			Manila
HON, REBECCA A, YNARES	Passport No. P8239281A	Αυχανα 5, 2028	(ASSERTED
	Passport No. P8239281A 138 - 257-4-10-542	Augus 5, 2028	·
acknowledgment that the same is a present. This instrument, consisting written and has been signed by the construction of rice	•	executed the foregoing well as the entity that page wherein this as thereof, refers to the of Yunres Stage	g instrument and they respectively knowledgment is Agreement for:



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 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 Repair / Repainting of 1-storey, 2-rooms BOD Building at Kinagatan Elem. School, Brgv. Kinagaran, Binangonan, Rizal offective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. VNARES

Governor

I acknowledge reacipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

MICHAEL A.VILLARINA

CONSTRUCTION AGREEMENT //

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

WHEREAS, the PROVINCE declares that custain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RFSB Res. 2, 8+ 2020 namety:

Repair/Repainting of 1 storey, 2 rooms BCD Building at Kinagatan Diem. School, Brgy. Kinagatan, Sinangonan, Eizel

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 Cotober 6, 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 Hillian Six Thomsand Nine Bundred Three Fescs and 41/100.

(P 1,005,905.41), Philippine Currency.

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

- - a SP Ordinance No. **EPSB Res.** 2, s. 2020
 - Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - a. Construction Schedule
 - £ Request for Expression of Interest.
 - 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 betoby covenants with the PROVINCE to construct and correlete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE beloby covenants to pay the CONTRACTOR the amount of PESOS (no Hillion Six Thousand Nine Eurored Three Pesos and \$1/100 (P 1,005,903.43)), Philippine Currency, in consideration of the construction and only upon completion of the unfrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the transfer 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 Tundred Two Thomsond Seventy One Tesos.

 Philippine Currency, in the form of Berformance Rond.

 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. 7560, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise mean-sistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restriction shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the tost of the imperformed portion for every day of delay. Once the cumulance amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."
- 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 tisk 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 tegarding 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 elegrance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Low" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

8

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of O 6 NOV 2020 at Antipolo City sk-Vero Construction RIZAL PROVINCIAL GOVERNMENT Fortity/Firm/Corporation By: Cichael Villering REBECCA A. YNARES Proprietor/Manages/President Governoge WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIEN LAL-) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Name/Entity Valid ID Presented <u>Date</u> Passport No. P8239281A August 5, 2028 Manita JJON, REBECCA A. YNARES

<u>770 - 070-077-774</u> Michael Villarina

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

This increment consisting of three (3) cases including this page wherein this acknowledgment is

written and has been signed by the parties hereto is		
Repair/Repainting of * storey. School, Srgy. Kinegeten, Binargonan,		lding at Minagatin Lleg.
WITNESS MY HAND AND SEAL this Antipolo Cify.	6, S, NOW 2020	ATTY AND A MARKE L SAR FOS ROTARY DUBLIC Contract Brown Captures acid sociency 1 NO FOR RIZA
Dec No29		Unit Decomber 31, 253.1 Administratio。1 3,496 6 Prote C 4375(47) (4355) NO (((4474)(49)(858) 775 もの 8273(
Deak No		'89 Lifetime Nother No. 019802 (79 a) MGLE Combinates MalV (400783) Valuation Not. 11, 2022



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

MR. LAURO M. UBLADAS KIT UBIADAS CONST. CORP. Binangonan, Rizal

Dear Mr. Ubiaday

The attached Contract Agreement having been approved, notice is hereby given to KIT UBLADAS CONST. CORP. that work may proceed on the Repair/Repainting of Ynares School Buildings at Binaugonan Elem. School, Brgy. Batingun, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours

REBECCA A. YNARES

Governor.

I acknowledge receipt of this Notice on:

Authorized Signature:

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

CONSTRUCTION AGREEMENT 5

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Kit Doiadas Construction Corp.

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 K. Ediadas of legal age, Filipino citizen, single/married, resident of Sinangonan, Rizal hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Rec. No. 2, 6- 2020 namely:

Repair/Repainting of Yeares School Buildings at Binangonen Elem. School, Brgy. Batingen. 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 October 6, 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 Three Million One Curtified Sixty Four Thousand Five Hundred Ninety One Pesos and 92/100 (P 3,164,591.92), 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 Minety. (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. RPSB No. 2, 9. 2020
 - Cuttificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - g Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - 1. Addenda and Supplemental Bulletins
 - Notice of Award of Contract and the Contractor's Conformitythereto.
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract:
- 3. The PROVINCE hereby coverents to pay the CONTRACTOR the amount of PESOS Three Million one Hundred Sixty Four Thousand Five Hundred Hinety One Pecon and 92/100 (P 3.164.591.92). 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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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract,
- S. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Bundred Forty Nine Thousand Three hundred Seventy Seven Pesos and 58/100 (P 949,377.58)

 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 Balding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7 For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his dame 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 production of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementroned 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 eleganoce from the Burean 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 shoil be submitted to arbitrators under Republic Act No. 876, aixn known as the "Arbitration Law" Provided bowever, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

J. J.

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

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

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

it Ubiadae Cometruction Co	P• RIZAI. PR	OVINCIAL GOVE	RNMENT
Emity/Firm/Corporation	_		
By:	By:	♦	
Lauro H. Ubiados	PE	BECCA A. YNARE	S
Proprietor/Manager/Pyesident	_ KE:	Governor	
1/21	WITNESSES		
// <i>M</i>		፟.	
<u>Lolita b/ de guzman</u>	\mathbf{M}_{i}	<u>а, улстороў В. 11</u>	<u> JADA</u>
/ -			
N.	TARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINES)		
ANTIPOLO CITY) S.S		
BEFORE ME, a Notary Pub	lic for and in Antipolo City, pers	onally appeared the t	following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A, YNARFS	Passport No. P8239281A	August 5, 2028	Manila
suro M. Ubiadas	TIN - 008-410-689		

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

Repair/Repainting of Yeares School Buildings at Binangonan Eler. School, Brgy. Batingon, Simmagonan, Rizal.

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y of O 6 NOVE A ANTI-E MARIE L. SANTOS  for Angono Boat og an & Cardona all in the PROMINCE OF RIZAN  Unit: Geography 31, 201  Adm. Matter No. 11-00  NOTARY FORDER WILLIAM Size: Roll of Allemays No. 68250  184 Lifetime Momber No. 918532 (Rizza
MCLE Compliance Na.V -0307825 Velid pri!! April 16, 2022



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020

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

Dear Mr. Trancora.

The attached Contract Agreement having been approved, nonce is hereby given to TRANCOM ENGINEERING CONST.—that work may proceed on the Construction of 2-storey Ynares Multi-Purpose Bldg. at Area 8, Greenwoods Executive Village, Brgg. San Andres, Cainta, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

10/06/2020# 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., Bigy. San Roque. Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

Construction of a storey Teares unlinear one class. A tree of presentation will have a representative village, ungreened and reduces that it is the construction of th

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to andertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last October 1, 122 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 village Output 1, 120 Output 1,

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

- 1. The whole works subject matter of this Agreement shell be completed within the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:
  - 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. Hidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - b. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Line Condicate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the fatter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS (P. 1974) (



- 4. The CONTRACTOR warrants that be has not given nor premised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's Ali Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8 The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9181, regarding the payment of damages, whether liquidated and compensatory damages or resultation shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to 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 upperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the centract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

186

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 pertineut 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/manicipality of the Province of Rizal where the infrastructure project or works is/are located

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

Proprietor/Manager/President

By:

REBECCA A. VNARFS

Governor G

WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINESS

REPUBLIC OF THE RHITIPPINES)
ANTIPOLOGITY ) S.S.

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

Name/Entity	Valid II) Presented	Date	Place
HON REBECCA A YNARES	Pasaport No. P8239281A	August 5, 2028	Manila
vyse	720 नवन=के द=्रा		

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

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

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

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 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 Construction of 3-storey Multi-Purpose Bidg. at Arinda Etem. School, Brgy. San Juan, Cainta, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder

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# CONSTRUCTION AGREEMENT 7

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMEN I made and entered into by and between:

and observed
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Read corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBUCCA A. YNARES, forein 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 hodrigues, visal, and herein represented by its Proprietor/President/General Manager, Yarth Told herein of legal age, Filiping citizen, single-matried, resident of hodrigues, visal, hereins are referred to the principal place of business and office address at hodrigues, visal, hereins age. Filiping citizen, single-matried, resident of hodrigues, visal, hereins are referred to the proprietors and hereins age.
citizen, single-matried, resident of 2.0671 was \$2.701, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoniang Panlalawigan Ordinance No. 19, 5, 2020 namely.
Therefore of 5 storey Pultipurpose builting at Frink Lies, School, Sayye in June, Joint, Sissi
WHEREAS, the CONTRACTOR warranting that it has the financial and, technical competence to undertake the above said infrastructure works has been declared as the I owest Calculated Responsive Bid in a public bidding held lastColor C
NOW, THEREFORE, for and in consideration of the foregoing promises, the parties become

hereby agree as follows:

- The whole works subject matter of this Agreement shall be completed within maired forty ( 540) 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 Ordinauce No. __**18**__**s**-_2020
  - Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - Drawing, Plans and Specifications.
  - c. Construction Schedule
  - f. Request for Expression of Interest
  - g Bidding Documents including all the documents/statements contained in the winning. bidder's two (2) bidding envelopes
  - b Bid Security
  - Addenda and Supplemental Bulletins
  - J. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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:
- 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 Case MILLION One Equadred Seventy Nine Thousand Marc Innormal Leven each and SC/100 (P 1, 170, S21, 56)

  Philippine Currency, in the form of Performance Rond 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 embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescited or terminate the contract, without projudice to other courses of action and termedies 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 heremafter referred to:
- 14 CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duty stamped and received by the BIR and duty validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the computence of the Construction Industry Arbitration Commission to resolved shall be

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by R referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties 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 soit out of the implementation of this Agreement, shall belong to the appropriate court of the enty/municipality of the Province of Rizal where the infrastructure project or works is/are located.

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Proprietor/Manager/President	By:	REBECCA A. YNARE Governoed	S
184.1	WITNESSES		
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NO	STARIAL ACKNOWLEIGH	IENT	
EPUBLIC OF THE PHILIPPINES	} )\$\$	•	
BEFORE ME, a Notary Pub	lic for and in Antipolo City, po	ersonally appeared the l	following
Name Entity	Valid TO Presented	Date	Place
ION, REBECCA A, YNARES	Разяроп No. Р8239281A	August 5, 2028	Manila
ria laide Secon	7774 - 940-996- <b>346</b>		

present.

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

Construction of Storey unitiporyone Building at wrints when, choose organization washing at writes when

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		PART A CONTRACTOR OF A 14000 CONTRACTOR
		Veliciens' April 18, 2029



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

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020.

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

Doar Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION INC. that work may proceed on the Construction/Improvement of Vinares Multi-Purpose Covered Court & Ynares Multi-Purpose Ridg. Cainto & Taytay, Rigal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

16-64-7030

Authorized Signature.

Name of the Representative of the Bidder. JESSA F.

JESSA F. PAYTE

# 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		
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at fight flow City and berein represented by its Proprietor/President/General Manager, death F. Facto of legal age, Filipino citizen, single/married, resident of send flow vity heremafter referred to as the CONTRACTOR. WITNESSETTI, That,		
WHEREAS, the PROVINCE declares that certain infeastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance Nonamely:		
Construction/Improvement of Theres Multipurpose Covered Court & Yanres  15urpose Didg. Seints & Taytay, 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 Cetoker 6, 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 four Filties (re Spridged Ripsty 54x Thomsend Str. Sandred Cycles Pasca and 53/100 (P 4,196,612.53), Philippine Currency.		
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto- bereby agree as follows:		
1. The whole works subject matter of this Agreement shall be completed within the fine fundred Trenty (120) 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. 48, a, 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate		

- Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Hidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes.
- b. Bid Security
- Addenda and Supplemental Bulletins
- Notice of Award of Contract and the Contractor's Conformitythereto.
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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

  Four Million Case Bundred Rinoty of Thors and Str. Stundend Twelven Found and 57/100

  (P. 196.612.53), 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,

S/

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS.

  City Flat Contractor has posted the required performance security of PESOS.

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

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

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

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- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's wolfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTUR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- If 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 tarder 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 becomester referred to:
- 14. CONTRACTOR undertakes to puty 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 tox returns duly stamped and received by the BIR and duty validated with the tax payments made therein.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration under Republic Act No. 376, also known as the "Arbitration Law" Provided however. Dut, 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 hidding documents of any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

			acture project	
IN WITNESS WHEREOF, the		I this Agreement this	day	of
iteelbend Construction, Inc. Entity/Firm/Corporation	RIZAL PI	ROVINCIAL GOVE	UNMENT	
Ву:	Ву:	EBECCA A. YNARE	e	
Proprietor/Manager/President	K	Governor 3-	•	
la 7	WITNESSES	4,		
LOLITAN DE GUZMAN	<u>M</u>	<u>(a. victori, eb.</u> te	J <u>A<b>DA</b></u>	
NOT	ARJAJ. ACKNOWLEDGME	NT.		
REPUBLIC OF THE PHILIPPINES) ANTIROLOGICAL (**)	S.S.	•		
BEFORE ME, a Notary Public	for and in Antipolo City, per	sonally appeared the (	following	:
Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u>	6
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Marila	
Jeoss Fryte	.\$E _	—		
all known to me and to me known to acknowledgment that the same is their f present.	he the same person's who e	accused the foregoing	, instrument a they respective	ad ety
all known to me and to me known to acknowledgment that the same is their f	he the same person's who e free voluntary act and deed as three (3) pages including this	secured the foregoing well as the entity that page wherein this ac	dicy respectiv	ely ~
all known to me and to me known to acknowledgment that the same is their f present.  This instrument, consisting of	he the same person's who e free voluntary act and deed as three (3) pages including this is hereto in each and every page	secured the foregoing well as the entity that page wherein this ac hereof, refers to the A	they respective throughout the second section of the se	ely ~



#### Republic of the Philippines Provincial Government of Ruzal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 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

Construction of Ynares Stage of Baras-Pinugay Elem. School (Annex), Brgy. Pinugay, Baras, Rizol effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: RENATOC, VILLAROMAN

### CONSTRUCTION AGREEMENT 9

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
the PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Carcumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
a sole proprietorship private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>20726</u> , 212.1 and herein represented by its Proprietor/President/General Manager,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggeniang Panlalawigan Ordinance No 2 33 Sep. 2, 8, 2020 namely:
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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>Catcher 6, 2000</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>Catcher Plantaged Plantage Plan</u>
1. The whole works subject matter of this Agreement shall be completed within 12 Sty Two (12) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
<ul> <li>a. SP Ordinance No</li></ul>
<ul> <li>i Addenda and Supplemental Bulletins</li> <li>j. Notice of Award of Contract and the Contractor's Conformitythereto</li> <li>k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the</li> </ul>



- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- to 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 194 Vandrod Firsty Fire Themsend First handred Fifty Fro Lesse and 57/100 (P 36) 252,57 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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 not promised to give any money or gift to any official or employed of the PROVINCE, or any Government instrumentality to secure this Contract:
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two innered Airty Anomand have runding Fifty Aire cases and 77/100 (P 260,955,277 )

  Plulippine Currency, in the form of Fortormonce Send as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurencent 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 Andring 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 productment of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cest 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 centract, 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 susmined by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract. CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators easier Republic Act No. 876, also known as the "Arbitration East" 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. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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Entity/Firm/Corporation			
šv: A	By:	15	
The states	R	EBECCA A, YNARE	S
Proprietor/Managey/President	_	Governor*	
/	WITNESSES		
////		%	
LOLITA BLOE GURMAN	<u>ī</u>	IA, VICTOR <b>IAR</b> , TE	<u>JADA</u>
/ 5			
	NOTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPIN	re,		
ANTIPOLO CITY	) S.S.		
BEFORE ME, a Notary P	rublic for and in Antipolo City, per	rsonally appeared the t	following
Name/Entity	Valid ID Presented	<u>Date</u>	<u>P</u> lace
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
s os sillarymen.	119-041-43		
ell known to me and to my know	ve to be the same person's who	executed the foregoing well as the entity that	z instrument a

Schertraction of Ymeres Stuge at Parac-Pinugey Pleas Pohool (Renex)

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rgro Jagama Metaderika (01665) MGNE Compusico No Visigosia: Visigosia: April 16, 3021

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Antipolo City.

Page No. __ Book No.__

Series 20 26

WITNESS MY HAND AND SEAL this



#### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

06 November, 2020

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

Dear Mr. Bilog:

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

Improvement of Ynares Multi-Purpose Covered Court at Baras-Pinugay National High School, Phase II, Southville 9, Ynores Village, Brgy. Pinngay, Baros, Rizol effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

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

10/06/2030 # 10

# CONSTRUCTION AGREEMENT |O

# KNOW ALL MEN BY THESE PRESENTS:

This AGREENENT made and entered into by and between:
The PROVINCEAR GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol. Curcumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, begin referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at herein, with and herein represented by its Proprietor/President/General Manager. Acron. Acron. Its proprietor president/General Manager. Revenue of the Philippines, with principal place of business and office address at herein, with principal place of business and office address at herein represented by its proprietor/President/General Manager. Revenue of the Philippines, with principal place of business and office address at herein, with principal place of business and office address at herein, with principal place of business and office address at herein, with principal place of business and office address at herein, with principal place of business and office address at herein, with principal place of business and office address at herein, with principal place of business and office address at herein, with principal place of business and herein represented by its proprietor/President/General Manager. Revenue of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager. Revenue of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager. Revenue of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager. Revenue of the Philippines and herein represented by its principal place of the Philippines and herein represented by its principal place of the Philippines and herein represented by its principal place of the Philippines and herein represented by its principal place of the Philippines and herein represented by its principal place of the Philippines and herein represented by its principal place of the Philippines and herein represented by its principal place of the Philippines and herein represented by its principal place of the Philippines and herein represented by its principal place of the Philippines a
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paolalawigan Ordinance No
Improvement of Thates Nuitipurpose toward Court at Baras-Finngay National Sigh School, Phase II, Cathwille 9, Incres Village, Srgy. Finngay, Saras, 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 hidding held last <b>Cotober 6.</b> 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 hid documents, approved plans, program of works and specification is consideration of the amount of <b>Seven hundred Forty Thousand Three Embred</b> - or ty
Least and 05/100 (P 740.545.05 ), 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 provisions of the Biography.
Documents, Approved Pians, 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. 18, 2, 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed tistimate d. Drawing. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning hidder/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 coverages with the PROVINCE to construct and complete the infrastructure works subject to

5. 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

onless 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 ... DESCRIPTION Eventy Two Facultured Care Jundred Philippine Currency in the form of <u>corformation</u> ond 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 embudied 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 figuidated 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 (19%) 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.
- 33. 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 tex 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 disperces arising from the implementation of this Agreement shall be submitted to substrators 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 anylall of the provision of this Agreement, the bidding decrmeats or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No 918%, and its Implementing Roles and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restriction for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have bereunto signed this Agreement this _____ day of 0 NUV 20% at Aminolo-Ciru = - -2000 at Antipolo City 2, 7AL RIZAL PROVINCIAL GOVERNMENT #20 Builders Entity/Firm/Corporation By: By: REBECCA A. YNARES terel John W Hlog Governor of Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place. <u>Date</u> Valid ID Presented Name/Entity Passport No. P8239781A August 5, 2028 Manda HON, REBECCA A. YNARES erald senn J Bilog

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

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

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#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020.

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

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to CAMORI BUILDERS AND SUPPLY—that work may proceed on the Rehabilitation of Electrical Lighting System of Baras Gymnasium, Brgg. Santiago, Baras, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

10/06/2020 # 11

### CONSTRUCTION AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMEN's 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 scal of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this art by its GOVERNOR, HON, REHECCA A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <a href="Moreng">Moreng</a>, Rissl</a>, and herein represented by its Proprietor/President/General Manager. <a href="Jornall-Anthingo">Jornall-Anthingo</a>, of legal age. Filipmo citizen, single/married, resident of <a href="Foreng">Horong</a>, sizal</a>, 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. _26, 6, 202; ______namely:

Februaria totion of Rectrical Lighting tystem of Sares Symmetim, tryy. Antingo. Barse. Pizzl

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

- - a SP Ordinance No. <u>18, 5. 2020</u>
  - b. Cartificate 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 wirning bidden/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Builetins
  - 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 laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 5. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS CLE NALLion Two Sundred Seven Transport Dec Sundred (** 1.207.202.58**). Photopoint Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Sundred Sixty Dec Superior One Sundred (P 362,160,71 )

  Philippine Currency, in the form of Surformance Sond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7 For the duration of the Convect, 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 Inquidated and compensatory damages or restriction shall be applicable in the implementation of this Agreement;

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

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

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- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- II That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to.
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Buteau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15 Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrarios under Republic Act No. \$76, also known as the "Arbitrarion 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. 9137, and its Implementing Rules and Regulations, shall make the CONTRACTOR hable for civil hability or damages, which may either consist of liquidated damages and restination for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

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

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REPUBLIC OF THE PHILUPPINES ANTIPOLO CITY			
BEFORE ME, a Notary Pul	die for and in Antipolo City, per	sonally appeared the t	following
Name/Entity;	Valid [D Presented	Date	<u>Place</u>
HON REBECCA A. YNARES	Passport No P8239281A	August 5, 2028	Manila.
lozgo Jentingo	<u>242-86</u> 2-131	"	
•	to be the same person/s who o	xecuted the foregoing	g instrument a they respectiv

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# Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020.

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

Dear Mr. Rivera:

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

YAKALER CONST. AND SUPPLIES — that work may proceed on the

Repair/Repainting of Ynares School Buildings at Santiago Elem. School, Brgy. Santiago, Baras, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

RESECTA A VYARES

Governor

Lacknowledge receipt of this Notice on:

W CO. 20 20

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN B. RIVERA

## 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. 7169, with seat of government at the Rizal Provincial Capitol. Curcumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and

..., a sole proprietorship/private corporation, duly Takeler Construction and Appolies organized and existing under the laws of the Republic of the Philippines, with principal place of business ____ and herein represented by its Morona, Rizel and office address at ____, of logal age, Filipino Proprietor/President/General Manager. <u>Edycto</u> ** **<u>Nivera</u> citizen, single/married resident of <u>Morone</u>, **Rizal hereinafter referred to as the CONTRACTOR, WITNESSETTL That.

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pantalawigan Ordinance No. 2203 fees 2, s. 2020 namely:

Repair/Regainting of Ynores School Buildings at Santiago Plaz. School, Brgy, Santiago, 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 _______ 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 Villion Six Hundred Ninety Nine Thousand Bight (P 2_699,811.81), Philippine Currency. Charles of Person and 81/400

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

- 1. The whole works subject matter of this Agreement shall be completed within (________) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No <u>problems</u> 2, e. 2020 b Certificate of Availability of Funds

  - Scope/Program of Work and Detailed Estimate
  - d Drawing, Plans and Specifications.
  - e. Construction Schedule.
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning. bidder/s (wo (2) hidding envelopes
  - h. Bid Security
  - Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto.
  - k, Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 William Six Bundred Nancty Five Thousand 15ht Sunfred Leven Fason and (P. 2.699 B11 S1.), 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 courtact 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 not promised to give any money of 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—ight Eundred Nine Photosand Nine Eundred

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  Philippine Currency, in the form of refrequence and 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 through 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 Andring Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of camages, whether liquidated and compressiony damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resented or terminate the contract, without projudice to other courses of action and 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 emitte the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrates 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

* /4 referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties bereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

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	the parties have hereunto sig	good this Agreement this _	day of
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LOLITA B. DE GUZMAN		MA, <u>VICTORIA B. TE</u>	<u>ADA</u>
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REPUBLIC OF THE PHILIPPINE	S)		
ANTIPOLO CIEX 7 :	) S.S.		
ANTIPOLO CITY ZA.		ia.	
BEFORE ME, a Notary Pu	blic for and in Anapolo City.	personally appeared the fo	gniwolk
Name/Entity	Valid (D Presented	<u>Date</u>	Place
HON, REBECCA A VNARES	Passport No. P8239281A	August 5, 2028	Manila
<u> Edwin 5, Aivera</u>	<u> </u>		
all known to use and to me known acknowledgment that the same is the present.	n to be the same person/s we rir free voluntary art and desc	he executed the foregoing is well as the entity that t	instrument and hey respectively

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

Santizge blom, School, 📝 💎
ATT ANN MARIE L. SONTOS
com Rusal Proporcial Cappolarcons
DAN DECONDERSY <b>AND I</b> DAN DECONDERSY <b>AND I</b>
PTR NO 13400 Cripal
NOTATE PORTUGUES NO BOSED BY LIES NO MODERN NO 019637 (Rige
MOLE Compilance No.VI-000/885 Valo entit April nel 2022



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

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020.

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONST. CORP. that work may proceed on the Constn. of 2-storey, 6-rooms Ynaves School Bidg, at Tadlah Elem. School, Bryg. Lnoc, 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: LAURO M. UBIADAS

## CONSTRUCTION AGREEMENT 13

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rinangers, Dinel and herein represented by its Proprietor/President/General Manager, Laurn E. Thinkes of legal age, Filipino citizen, single/married, resident of Rinangersh. Manager, 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. <u>Rep3 hes. No. 3. 2.</u> 2020 namely:

Construction of 2 storey, 6 rooms Ymares School Building at Tadlak Sem. Sencel, Srgy. Looc, Cardona, Rival

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 Forty (200) 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 NESS Rec. No. 3, s. 2020
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - Drawing, Plans and Specifications.
  - e Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - Addeada 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 Twelve Militar Four Emptred Fifty Four Thousand Three Bundred Fifty Seven Peros and Work 12,454,327,40). 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 number prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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- 4. The CONTRACTOR warrawas 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 P6SOS. Three Cillian Leven hundred Tharty 1/2 Thousand three mandred Seven Fesos and 22/100 (P 3.736, 307.22)

  Philippine Currency, in the form of Ferformence Send as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 5. 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. 9)84, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 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-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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 rax clearance from the Bureau of Internal Revenue and a copy of its income and business tax resums 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. 376, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without 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 anyiall 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

perform 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 intrastructure project or works is/are located IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ = 6.8 NOV 2020 at Addition City 2.720 RIZAL PROVINCIAL GOVERNMENT Mit Itiades construction Corp. Entity/Firm/Corporation Вv uro M. Ebiadea REBECCA A. YNARES Proprietor/Manager/President Governord WITNESSES <u>LOLITA R/DE GGZMAN</u> NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Place Date Passpon No. P8239281A HON, REBECCA A, YNARES August 5, 2028 Manila Loro Lorenza STR ≥ \$<del>68±446=**689**=</del> all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the emity that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for. Construction of 2 storey, 6 rooms . Thures School Evilding at Tadlak -lem. School, Brgy. Locc. Cardona, Rizel 0 6 NOV 2020 VIII SCALNISTANIAMEN INTERNAL LOS ____day of WITNESS MY HAND AND SEAL this _ MOLYBAD 16. Antipolo City. . . . . Dec No.

NOTARY P. 1811G for Angono dend stocker & Candor of all in the PRCV MOP OF RESAL January Stocker of Property NOTARY EXPERIENCE (START) FORE Poge No ... #[... Book No. Series 20 36 . Religion falor tens (\$5, 6925).

SP Elletime Member No. 018632/8/12 MCLE Compliance No VI-000788 Valid unit April 14, 2020



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

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020.

MR. POCHOLO A. PASAY
PA PASAY CONSTRUCTION
Cardona, Riza?

Dear Mr. Pasay:

The attached Contract Agreement having been approved, notice is hereby given to PA PASAY CONSTRUCTION—that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court at Brgs. Sampad, Cardona, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature;

Name of the Representative of the Bidder:

ال ديد عن عن ال

# CONSTRUCTION AGREEMENT 154

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMEN's 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 scar 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

PA Passy Construction	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic	of the Philippines, with principal place of breaness
and office address at	, and herein represented by its
Proprietor/President/General Manager, Pocholo	Passay, of legal age. Filipino
cirizen, single-married resident of Cardons,	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 Pardalawigan Ordinance No. 18 ** 2020 namely:

Improvement of Tuares Multipurpose Covered Court at Brgy. Campad Cardons, Sizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Cotober 6, 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 Bundred Fighty Eight Thousand Four Hundred Sixty Sixt Feece and 50/100 (P 588,466,50 ), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within 2111y from (52) calendar days, in accordance with the provisions of the Brd 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, 6, 2020
  - b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate.
  - d. Drawing, Plans and Specifications.
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidders two (2) bidding envelopes
  - b. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract,
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Eunired Bighty sight Thousand Four Aundred Bighty Six Peops and 50/100.

  (P 988,456.50 ). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:



- 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 occurring of PESOS The innered Six Thomsand Five Bundred

  Thirty sine years and 95/400 (P 296.539.85...)

  Philippine Currency, in the form of Performance Eend 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 berewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Smuctural Defects and Failures" occurring during the applicable warranty period;
- 7 For the deration 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 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 Procurug Endty may reseind or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementation 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 Common 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 elemance 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 bereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

he appropriate court of the city/muni	cipality of the Province of Rizz	d where the infrastru	cture project or
Norks is/are located  EN WEINESS WHEREOF, the control of the contr	ne parues have heremate signed	this Agreement'this	day of
PA PASAT Construction  Entity/Firm/Corporation		OVINCIAL GOVER	1
ky:	By:	5	!
Proprietor/Manager/President	RE	BECCA A. YNARE	s .
<u> </u>	WITNESSES	9.	•
LOLITA B/DE GCZMAN	М	A. VICTORIA . II	EJADA
/ NO	TARIAL ACKNOWLEDGM	NI	
CEPUBLIC OF THE PHILIPPINES	) ) S.S.		
BEFORE ME, a Notary Pub	lie for and in Antipolo City, per	socally appeared the	following
Name/Entry	Valid 3D Presented	<u>Date</u>	Place
ION, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
oc. or of the second	<u> 778 - 160-748</u>	-	
all known to me and to me known seknowledgment that the same is their present.  This instrument, consisting (	r free voluntary act and deed as of three (3) pages including this	page wherein this at	cknowledgment is
written and has been signed by the per Improvement of Tannes	ties bereto in each and every page Kultipurpose Covered C	s hereof, refers to UNC.	Agreement for:
Cardona, R <b>izal</b>			
WITNESS MY HAND AND Amipolo City	SEAL this day of	6 NOV 2000 NATA NOT FOI ACROST OF	Provincial Capital 1 ASS SUBJIC SANGER
Dor No		(956) <b>NOTAR Y PAPA</b> WESTERN	(OVÍÑOE OF RIZA) Recember 31 <b>.24</b> Joyan No. <b>1149</b> D. 1 <b>7 (18</b> / 18 / 18
Series 30 <u>24</u> .		Redica At	an reyside 69230 v=tascide 616532 :

BP Lifetime Marthact Ma. 616532 'R 다 PSOLE Comprished No.VI-0007881. Varid until April 14, 2027



# Republic of the Philippines Provincial Government of Rizal

# OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2029.

MR. FERNANDO L. ARADA FLAG CONST. CORP. Bigangogan, Rizal

Dear Mr. Atedar

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONST. CORP. that work may proceed on the Repair/Repainting of 1-storey, 3-rooms Ynares School Building at Bernardo F. San Juan National High School, Brgs. San Roque, 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

1. r. p. 2020

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder FERNANDO L. ARADA

10/06/2020 # 15

## 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, duty organized and existing noder Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, RESECCA A. YNARES, berein referred to as the PROVINCE; and

Flag 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 Sinangeonen, Rizeol, and herein represented by its Proprietor/President/General Manager, Pernando Freda, of legal age, Filipino 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 Sanggoniang Panlalawigan Ordinance No __RPSB_Res__2_e_e_2020___namely:

Repair/Repainting of 1 storey, 5 rooms Yasres School Building at Sermando F. San Juan National Righ School, Brgy. San Reque, Cardona, Rigal

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 October 6, 2020, has accepted and binds itself to undertake the construction and completion of the above said unrestructure 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 Sundred Thirty Thousand Two Sundred Sinety Seson and 28/100 (P. 930, 280, 28.), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within 21fty Two (52) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans Program of Works and Specifications and supporting/related documents which are integrated between the and incorporated herein by way of reference, namely:

- a SP Ordinance No. RPSB Res. No. 2, 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 biddet/s two (2) bidding envelopes
- b. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the 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 infinistructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS.

  Nine Structured Thirty Thousand Two Bundred Anoty Prison and 28/400.

  (P. 930, 230, 28. ). 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;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defeats and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Comract, 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 Procusement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Acr and this IRR shall contain a provision on Equidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0 001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemble transmitted the contract, without prejudice to other courses of action and remodics 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:
- 13 The implementing coles 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 subfractors under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

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

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

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

Flag Construction Corp.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Pernando Arada

Preprinter/Manager/President

Bv:

REBECCA A YNARES Governor 🗲

WITNESSES

LOLITA B

VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOGINA R. 2000 (1)

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

<u>Place</u> Valid ID Presented Date Name/Entity Manila HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028 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 neknowledgment is written and has been signed by the parties hereto in each and every page beteof, refers to the Agreement for:

Repair/Repainting of 1 storey, 5 rooms Ynares School Buildin, at Bernardo F. San Juan National Rich School, Brgy. San Roque, Cardona, Rizel

WITNESS MY HAND AND SEAL INS SEAL INS 18 MON TO SEAL INS Antipolo City: - . .

Doc No Page No. 4 Book No Senes 20 20

Acid Nation No. **(4** Prix - O**(23)000**(Rize) MIN A Province NOTAPS AND EXPOSE NO EVECTOR IBP Liberts Mattoor No 12 (3837) Province No VI 9007885 MGS E Compliance No VI 9007885 Valid and April 20 7080

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#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 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

Construction of Side Protection & Improvement of Ynares Multi-Purpose

Covered Court and Stage at Brgs. Calahan, Brgs. Boor & Brgs. Subay, 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

Governor *

Lacknowledge receipt of this Notice on:

______<u>15 **6**6 20**0**0</u>

Authorized Signature:

Name of the Representative of the Bidder

POCHOLO A. PASAY

## 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 a existing under Republic Act No. 7160, with sear of government at the Rizal Provincial Capit Circumferential Road corner P. Otiveros St. Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE: and
PA PASAY CONSTRUCTION  organized and existing under the laws of the Republic of the Philippines, with principal place of busing and office address at <a href="Cardona, Rizal">Cardona, Rizal</a> , and herein represented by Proprietor/President/General Manager, <a href="Proprietor">POYMOLO PASAY</a> of legal age, Filipicitizen, single/married resident of <a href="Cardona, Rizal">Cardona, Rizal</a> , hereinzfier referred to as CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 18, 8. 2020 samely:
Construction of Side Protection & Improvement of Ynares Multi-Purpose Covered Court and Stage at Ergy. Calaban, Ergy. Boor & Brgy. Subay, Cardona, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competer to undertake the above said infrastructure works, has been declared as the Lowest Calculated Response Bid in a public bidding held last 6 October 2020 has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of One Million Ninety-Eight Thousand Seven threshold Seventy Peeos & 04/100 (P1,098,770.04), Philippine Curvent
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties her hereby agree as follows:
I. The whole works subject matter of this Agreement shall be completed with Sixty (60) calcodar days, in accordance with the provisions of the Documents, Approved Plans. Program of Works and Specifications and supporting/related docume which are integrated herewith and incorporated herein by way of reference, namely
a. SP Ordinance No. 18, s. 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the wirning bidder/s two (2) bidding envelopes b. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject this Agreement in conformity with the province of the Contract:

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

(P1.098.770.04). 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

One Million Minety-Eight Thousand Seven Hundred Seventy Pesos & 04/100

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 Conract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Handred Tventy-Rine Tocusand Six Hundred Thirty-One Pesos & 01/100 (P. 329,631.01)

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."
- 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 aforemendoned project prior to the acceptance by the PROVINCE.
  - II. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the QNTRACTOR 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 hereinofter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and all disperses arising from the implementation of this Agreement shall be seemiffed to arbitration under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





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referred thereto. The process of arbitration under the foregoing low 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.

PA PASAY CONSTRUCTION	RIZAL PI	ROVINCIAL GOVE	RNMENT
Emity/Fum/Corporation	•		
By:	£by:	4	
POCHOLO PASAY	R	EBECCA A. YNAF	ŒS
Proprietor/Manager/President		Governogs	
. / / / / / / /	WITNESSES -		
LOLITA BUDEGURMA	N MA	a. victorze e t	EJADA
( אס	TARIAL ACKNOWLEDGY	JENT	
REPUBLIC OF THE PHILIPPINES ANTEROLOGITY ( ) S.S.	i. . :::Th	<u>.</u>	
BEFORE ME, a Notary Pub	lic for and in Antipolo City, po	rsonally appeared th	c following
Name/Endity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P\$230281A	August 5, 2028	Manita
POCHOLO PASAY	TIN NO. 149-308-718		

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

Construction of Side Protection & Improvement of Ymares Multi-Purpose Covered Court and Stage at Brgy. Calabam, Brgy. Boor & Brgy. Submy, Cardona, Rizel

Series 20 20

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WITNESS MY HAND AND SEAL this	day of <i>0</i> 6 <del>NOV 2020</del> and to	LA PARTIE MARIEL, BANTOS Angono, Bicangonan A Cardona Il in the PROVINCE OF RIZAL
Pet No(3		Histor PROVINCE OF RIZAL John Copember 31 201/ Augustope Job 1990 PURDICE See 1990 Page 1

Rosiel nicht noch 2004 (1901) Rosiel nicht noge No. 69250 BR Eifeldme Member No. 046832 (R.p.: MCLE Compagned No.VI 000764.) Valid until Abril 14, 2022



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

# OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020.

MR. GERALD KENN SJ. BIŁOG 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

Improvement of Ynares Stage & Ground of Schools at Cardona & Morong, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

I acknowledge receipt of this Notice on:

Authorized Signature:

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

## CONSTRUCTION AGREEMENT />

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This TO BETTE VIEW I THESE AND CHAPTED THE BY MICE OCCUPANT.
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, herein referred to as the PROVINCE; and
creamized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <b>Marcog, Risal</b> , and berein represented by its Proprietor/President/General Manager, GERALD KENN S.J. BILOS, of legal age, Filipino cinizen, single/manied, resident of Morcong, Rizal, bereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Panialawigan Ordinance No. <b>EPSB Res.</b> No. 2, 8. 2020 namely:
Improvement of Yeares Stage & Ground of Schools at Cardone & 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 6 October 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 Seven Handred Treaty-Too Thousand Seven Handred Fifty Three Pesos & 24/100 (P 722, 753, 24 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:
I. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
<ul> <li>a. SP Ordinance No. RPSB Res. No. 2, s. 2020</li> <li>b. Certificate of Availability of Funds</li> <li>c. Scope/Program of Work and Detailed Estimate</li> <li>d. Drawing. Plans and Specifications</li> <li>c. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>b. Bid Security</li> <li>i. Addenda and Supplemental Bulletins</li> </ul>
i. Notice of Award of Contract and the Contractor's Conformitythereto

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K

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 PROVENCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven sundred Twenty-Two Thousand Seven Busined Fifty-Three Pesos & 24/100 (F 722,753.24 ). Philippline 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 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 not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- S, it is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two handred Stateen Thousand Eight Handred

  Twenty-Five Pesos & 97/100

  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 nodertakes 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. 7169, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable to the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procedement 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 (en percent (10%) of the amount of the contract, the Procuring Earthy may rescand or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 16. 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. 9)84 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to themin the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVENCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns 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 anyfall of the provision of this Agreement, the bidding documents or any agreement undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil hability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

	e parties have hereunto signe 前の個人のISRUZAC	d das Agreement th	isday of
CKB_BUTLDERS Entity/Firm/Corporation	RIZAL PF	OVINCIAL GOVE	RNMENT
Ву:	By.	S	
Proprietor/Manager/President	R	EBECCA A. YNAF Governor	RES
ke/	WITNES\$E\$ —	9/	
LOLITA DEGUZMAN	M/	<b>\. VІСТО<u>ВІЙ</u> В.</b> Т	EJADA
NOT	ARIAL ACKNOWLEDGS	JENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CHY ) S.S.			
BEFORE MC, a Notary Public	for and in Antipolo City, pe	rsonally appeared th	s fotlowing
Name Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARFS	Passport No. P8239281A	August 5, 2928	Manila
GERALD KENN S.J. BELOG	TEN NO. 196-519-323		
all known to me and to me known to acknowledgment that the same is their to present.	be the same person/s who free voluntary set and deed as	executed the foregone well as the entity the	ing instrument and at they respectively

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

Improvement of Ymagas Stage & Ground of Sobools at Cardons & Merong, Rizal

Antipolo C Doc No Page No Book No Schee 20 Z	<u>\$</u>	day of 6 NOV 2020 a Party Property Convicts  for Adgero, Paranders at Campana of India PROUNCE OF RIZAT  Unit Documber 31 204  Action of the November 31 204  NOTARY PUDDICTING 170 Art 1940 Retion Address No. 1980 1981 Lightne Address No. 1980 1981 Lightne Address No. 1980 1982 Figure
		1BP Lifetime Momber Mc in 18832 in 24 WCLF Compliancy Nat VG0037833 Valoun 3 April 14 i 2027



# Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020.

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORLANO CONSTRUCTION that work may proceed on the Construction of Stone Masonry Wall of creek (Along JICA Road), Brgy. Lubn. Jalojata, 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 retern the other to the Provincial Government of Rizal.

Very truly yours,

RESECCA A VNARES

Governor

I acknowledge receipt of this Notice on:

...

Authorized Signature.

Name of the Representative of the Bidder?

SIDNEY B. SORIANO

## CONSTRUCTION AGREEMENT 18

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cutered into by and between:

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

S.S. SORIANO CONSTRUCTION	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Rep	public of the Philippines, with principal place of business Rizal and largin represented by its
and office address at Morong, Proprietor President General Manager,	SIDNEY SORIANO of legal age, Filipino
citizen, single/married, resident of Mor CONTRACTOR, WITNESSETH, That,	rong, Bizel , bereinafter referred to as the
WHEREAS, the PROVINCE declares to pursuant of the Sangganiang Pantalawigan Ordin	hat certain infrastructure works should be constructed in name No _15, s. 2020 namely:
Construction of Stone Masoury We	11 of Creek (Alone JICA Road), Brow, 1950.

# Construction of Stope Masoury Well of Greek (Along JICA Road), Brgy, Lubo, Jalajale, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to nodertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 6 October 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 Milition Fighty-SIX Thousand Nine Handred Fifty Peace 5 80/100 (P 1,085, 950.80 ), 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 Slxty (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, v. 2020
  - Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications.
  - e Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning hidden's two (2) bidding envelopes
  - Bid Security
  - i. Addenda and Supplemental Bulletins
  - Notice of Award of Contract and the Contractor's Conformitythereto.
  - k. Credit Line Certificate NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 Fighty-Six Thousand Nine Hundred Fifty Pesos 8 80/100

  (P 1,086,950,80 ), Philippine Comency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance accurity of PESOS Tree Hundred Twenty-Six Thousand Eighty-Flye Pasos & 24/100

  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 2005, and as 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:

/X

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on fiquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged teaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 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 messme and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration ender Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without 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 hable for civil liability or damages, which may either consist of liquidated damages and restitution for the dismages 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.

works is/are located.  IN WITNESS WHEREOF,  22 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	, the parties have hereunto signed Antipolo City	this Agreement thi	s day of
S.B. SORIANO CORSTRUCTION	7	OVINCIAJ, GOVE	RNMENT
Entity/Euro Corporation  By:	By:	6	
Proprietor/Managor/President	RE	BECCA A. YNAR Governor	tes
. M	WITNESSES	, vэсторіў в. т	PY. 04
Ļ	OTARIAL ACKNOWLEDGM		LJADA
MINE CLASS CASE AND	S.S.		
BEFORE ME, a Notary Po	iblic for and in Antipolo City, po	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES SIDNEY SCRIANO	Pussport No. PS239281A TIN NO. 233-687-269	August 5, 2028	Manila
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 p Construction of Stone Heed Julejele, Rizel		se hereof, refers to the	a Agreement for

Construction of Stone Mesonry Well of Cre Julejake, Rizel	ek (Along JICA Road), Brgy. Lubo,
	0 6 NOV 2029
WITNESS MY HAND AND SEAL mis	oay of ATTE AND WARREN SANTOS
ANGON SUFFICE AL	for Angono. 20ความราคา % <b>Car</b> tone อมาก the PROVING <b>R O</b> A <b>RIZ</b> Al
Dac No. 14	<b>U</b> nd december3: <b>60</b> /
Page No. 6 Book No. 2	NOTARY PLEES OF 17 OF RIZE
Spries 20 <b>70</b> .	<b>Roji 6</b> (Apol 30ya No. 692E).
<u></u>	'B7 (Matting Welthber No. 218637 197)
	MQUE Compliance No.V4000780
	Voted 5551 Apr./ 14 (2021)



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 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 Construction of 4-storey, 8-rooms Ynares School Building at Timateu A. Reyes Sr. Mem. Elem. School, Brgy. San Pedro, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA ATYNARES

Governor :

I acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder. MARIA LOH

<u>19.00-2025</u>

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

WHERHAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Pardalawigan Ordinance No. RPSB Ros. No. 3, 8, 2020 hamely:

Construction of: 4-storey, 8 rooms Yneres School Building at Timoteo A. Reyes Sr. Mess. Elementary School, Brgy. San Padro, Morong, 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 

  The invalved Fighty (280) calendar days, in accordance with the provisions of the Bid 
  Documents, Approved Plans, Program of Works and Specifications and supporting/related documents 
  which are integrated herewith and incorporated herein by way of reference, namely:
  - a SP Ordinance No. <u>RPSB</u> Res. No. 3, s. 2020
  - Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications.
  - c. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - Notice of Award of Contract and the Contractor's Conformitythereto.
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implomenting R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
  latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
  this Agreement in conformity with the province of the Contract,
- 3. The PROVENCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eighteen Million Seventy-Five Thousand Five Hawked Fifty-Eight Percs 8.

  22/100 (P 18,075,558.22 ). 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,

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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,
- S it is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Sive <u>Million Four Hundred Twenty-Two Thousand Six Hundred Sixty-Seven Pesos & 47/100 (P 5,422,667.47)</u>

  Philippine Currency, in the form of Performance Eond 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 Lucal Government Code and the Implementing Rules and Regulations embodied in the General Accounting Authority Manual (CAAM), 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 productment of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Emity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforemeationed 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 to 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 Burgan 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 ansing from the implementation of this Agreement shall be submitted to arbitration under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative structions 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 perintent 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/arc located.

SAN RAFAEL BUILDERS Entity/Firm/Corporation	. RIZAL PR	OVINCIAL GOVE	RNMENT
FARIALLE LA ROCCIN Proprietor/Manager/President	£y:	BECCA A. YNAE Governor 2	RES
1.	WITNESSES -		
LOLITA B! DE GUZMAS	N MA	. узсторба и т	EJADA
/ NO:	TARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES)	•		
ANTIPOLO CHY ) S.S	<b>.</b>		
BEFORE ME, a Notary Publ	ic for and in Antipolo City, per	sonally appeared th	e following
Name/Entity	Valid II) Presented	Date	Place
HON REBECCA A YNARES.	Passport No. P8239281A	August 5, 2028	Manila
MARÍA LOIDA C. NOCON	TIN NO. 910-9 <u>96-3</u> 16		
all known to me and to me known a acknowledgment that the same is their	to be the same person's who a free voluntary act and deed as	executed the forego well as the entity the	my mstrument and at they respectively

winden and has been sig	red by the parties hereto in each and every page hereof, refers to the Agreemen	at for
Construction of	Annihorar 2 mann Verman Caback Aciddian as mi	_

Sr. McL. Elementery School, Brgy.	Ynares School Building at Timoteo A. Reyes San Pedro, Morong, Rizal
WITNESS MY HAND AND SEAL this Amirook City.	
Doc No. 11 Page No. 15	for Angerra, Biographia N Cerdona 에 In Ro FROMROS OF HIZA: Uni Capating N (제품)
Book No. <u>5</u> Sories 20 <b>20</b>	NOTARY PHEMICO - 17 ACC - 202 - 1.2 (18) NOTARY PHEMICO - 17 ACC - 2022 - 12 (18) (Rol. of read alon No. 3022)



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

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020.

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONST.—that work may proceed on the Construction of 2-storey, 6-rooms Ynares School Building at Virgilio Melendres Memorial Elem. School, Brgy. Takungan, Pilitta, Rizat effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

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REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Anthorized Signature

Name of the Representative of the Bidder.

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10/06/2020 \$ 20

# CONSTRUCTION AGREEMENT 20

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMEN' made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sear of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Amipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE, and
TRANCON TOCHNETRING CONSTRUCTION , a sole groprietorship/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>Teytay</u> , Pizel , and borein represented by its Proprietor/President-General Manager, <u>DAMICO MACRO</u> , of legal age, Filipino cirizen, single/marned, resident of <u>Taytay</u> , Rizel , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. <u>RISS Rest. No. 3, 8, 2020</u> , namely:
Construction of 2-storey, 5 rooms Ymeres School Publiding at Virgilio Melendres Newsrial Elementery School, Prgy. Takungan, Pilille, 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 6. Cotober 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 Eleven 31111on Two Hindred Twenty-Spyen Thousand Four Period Tinety-Four Peros & 45/100 (P 11, 227, 454, 45). Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Two Handred Forty (240) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. <u>RPS5 Res. No.</u> 3, s. 2020 b. Certrücate of Availability of Funds c. Scope/Program of Work and Detailed Estimate

- d. Drawing, Plans and Specifications
- Construction Schedule
- f. Request for Expression of Interest
- g Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes.
- b. Bid Security
- Addenda and Supplemental Bulletins
- Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement to conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eleven Sillion Ben Hundred Twenty-Somen Thousand Four Standard Ninety-Four Peace & 45/101 (P 11,227,494.45.) 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 commot 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 not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Sillion Three Henricol Sixty-Light Indusand Two Furthering Forty-Fight Fesos & 3/100 (P 3,268,248.34)

  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. 9)84 states as follows, to wit:

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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-remb of one percent (0.001) of the cost of the apperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemble to 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 heremafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stumped 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 sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any all of the provision of this Agreement the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

works is/are located. SS WHEREOF, the parties have hereinto signed this Agreement this _____ day of 2025 at Aphpolo Citys ..... at Aphpolo City 2:24 TRANCOM ENGINEERING CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation fly: WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) 18.8 BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Name Entity Date Place Passport No. PS239281 A HON RESECCA A. YNARES August 5, 2028 M≥nila

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

TIN NO. 130-861-254

DANTLO MAGNO

written and has been signed by the parties hereto to each	is including this page wherein this acknowledgment is is and every page hereof, refers to the Agreement for
Construction of 2-storey, 6 rooms Ymares Memorial Elementary School, Brgy. Takes	School Building at Virgilio Melendres
WITNESS MY HAND AND SEAL this Antipolo City.	day of 0 6 NOV 2020 Rizar Manager Capacit Prices
	ion Angerth Cortage in t <b>iù Cardens</b> b⊪in tre PROVINCE OF <b>RIZA</b> S Uevil Decembri 3 i <b>Zay.</b>
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#### Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020.

MR, DENNIS C. SANDIL D.C. SANDIL CONST. AND REALTY DEVT. INC. Rodriguez, Rizal

Dear Mr. Sandili

The attached Contract Agreement having been approved, notice is hereby given to D.C. SANDIL CONST. AND REALTY DEVT. INC. that work may proceed on the Rehabilitation /Imprv. of Various Streets at Amittyville 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

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: DENNIS CS

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10/06/2020 # 21

### CONSTRUCTION AGREEMENT 21

#### 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

D, C.	SAMPLE CONSTRUCTION & REALIX 122 1. Inc. , a sole proprietorship private composition daily
	organized and existing under the laws of the Republic of the Philippines, with principal place of business
	and office address at Sen Juan City , and herein represented by its
	Proprietor/President/General Manager, DENVIS C. SANDIL of legal age, Filipino
	cirizen, single/married, resident of San Juan City, heremafter referred to as the
	CONTRACTOR, WITNESSEIH, That,
	WHEREAS, the PROVENCE declares that certain infrastructure works should be constructed in
	pursuant of the Sangguniang Panialawigan Ordinance No 21, 8, 2019 uamely:

# Rehabilitation/Improvement of various Streets at Amityville Subd., Brgv. 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 6 October 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 Twenty-Three Million tipe Banked Forty-Six Thousand Roar Hastred Twenty-Six Pesce & 52/100 (P 23, 966, 426, 52), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within **Two Harried Twenty** (220) 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, namety;
  - a SP Ordinance No. 21, *. 2019
  - b. Certificate of Availability of Funds.
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - c. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
  - h. Bid Security
  - 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 fatter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Twenty-Three Million Rine Handred Porty-Six Thousand Four Handred Twenty-Six Pesos & 52/100 (v 23,946,426.32 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

  Nine Hundred Twenty-Seven Proce & 96/100

  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 Auduing 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 gayable 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 purson for every day of delay. Once the cumulative amount of liquidated damaged reaches too percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other coarses 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 susmined 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 Agreemont.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract. CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

W

referred thereto. The process of erbitration 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 andertaking 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 forfesture 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.

0 6 NOT NESS WHEREOF, the	parties have hereunto signe SONGIR ZAL	d this Agreement this	sday of
C. SANDIL CONSTRUCTION & REALI DEV [†] E. INC. Entipy:Fum/Corporation	TY RIZAL PR	OVENCIAL GOVE	RNMENT
ву:	By:	B	
DENNIS CLEANDIL	R	EBECCA A. YNAR	ES.
Propries t/Manager/President		Governor &	
LOLFTA B. DE GUZMAN	WITNESSES MA	A. VICTOMA B. TI	EJAĐA
, MOT	TRUTO ACTION STORES	16.51	
REPUBLIC OF THE PHILIPPINES)  ANTEROLD CHEEK, \( \) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, pe	rsottally appeared the	e following
Name/Entity	Valid ID Presented	Date	Piace
HON REBECCA A. YNARES	Passport No. P8230281A	August 5, 2028	Magile.
DESENTS C. SANDIL	TIN NO. 185-510-536		
all known to me and to me known to acknowledgment that the same is their to present.			

Rehabilitation/Improvement of various Streets at Amityville Subd., Brgy. Sen Jose,

Kodriguez, Rizel	
WITNESS MY HAND AND SEAL (Ms.	day of 0.6 NOV 2020 Miles Promised Clark BANTOS
AMMONDAR. ZAL	for Angono, Sinancomer & Cardena
Doc No	g find the PROVINCE OF RIGHT
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#### Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020.

MR. CARLOS S. GERONIMO CSGFR CONST. CORP. Rodriguez, Rizal-

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONST. CORP. that work may proceed on the Construction of 2-Storey Ynarcs Multi-Purpose Building (Doy Care Center) at Southville 8A, Block 28, Brgv. San Isidro, Rodriguez, Rizat effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: CARLOS & GERONIMO

### CONSTRUCTION AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

___, a sole proprietorship/private corporation, duly CSGFR CONSTRUCTION CORPORATION organized and existing under the laws of the Republic of the Philippines, with principal place of business and herein represented by its and office address at Podriguez, 21221 -Proprietor/President/General Manager, CARLOS GERNINO, of legal age, Filipino citizen, single/married, resident of .... Rodriguez, Rizal, betteinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Parlalawigan Ordinance No. 21, 9, 2019 ..... namely:

Construction of 2-storey Ynarcs Multi-Purpose Building (Bey Care Center) at Southville 8A, Block 28, Brgy. Sen Isidro, Rodriguez, 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 ...... bas accepted and binds itself to undertake Bid in a public bidding held last <u>6 October</u> 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 

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

- 1. The whole works subject matter of this Agreement shall be completed within (152) calendar days in accordance with the provisions of the Bid One Hardred Fifty-Two (152) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - SP Ordinance No. a. SP Ordinance No. 24 2019
     b. Certificate of Availability of Funds

  - Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - Construction Schedule.
  - f. Request for Expression of interest
  - Bidding Documents including all the documents/statements contained in the winning. bidden/s two (2) bidding envelopes.
  - h. Bid Security
  - i. Addenda and Supplemental Bultetins
  - 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 larter 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 Hillion Two Hundred Forty Thousand Five Sundred Thirty-One Pesoe 4.58/100 Correscy, 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 thu 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 PESOSITINE Handred Seventy-Two Thousand One Handred Fifty-Nine Pesos & 48/100 (P 972, 159.48 )

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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 Proparement 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 producement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudace to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10 The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- II. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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 limiting for the conditions of the contract limiting for the conditions.
- 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 elemance 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, Thus, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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arbit are s 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 structions 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 ca the appropriate court of the city's works is/are located	ses or suit out of the implement municipality of the Province of	tation of this Agreeme Rizal where the infras	nt, shall belong to tructure project of
IN WITNESS WHEREC	F, the parties have hereunto signate Antipolo City	ned this Agreement th	isday of
CSGLE CONSTRUCTION CORPOR	ATION RIZAL	PROVINCIAL GOVE	RNMENT
By: Glife	<del>By</del> ∙	L	
CARLOS GERONINO Preprietor/Manager/President	_	REBECCA A. YNAT	RES
LOLITA B/DE GEZ!	WITNESSES -	Ma. victorisas, t	£.JADA
. (	NOTARIAL ACKNOWLEDG	GMENT	
REPUBLIC OF THE PHILIPPO ANT <b>ONIC</b> OLOTY	NES) (S.S.		
BEFORE ME, a Notary	Public for and in Ampulo City.	rersonally appeared the	e following
Name/Enuty	Valid (D Presented	Date	Plage
HON REBECÇA A YNARES	Passport No. P8239281 A	August 5, 2028	Manita
CARLOS GERCNIAO	TIN NO. 009-082-73	2	
all known to me and to me kno acknowledgment that the same is present.			

This instrument, consisting of three (3) pages including the written and has been signed by the parties hereto in each and every p	
Construction of 2-storey Ymares Multi-Purpose Pui Southville 8A, Block 28, Bogy. Sem Isidro, Rodrig	ilding (Day Care Center) at guez, Rizal
WTTNESS, MY HAND AND SEAL thisday of _ Antipolo City	ATTY AMMA MARIE L. SOUTOS  O 6 NOV 2000 NOVARY PUBLIC  MARIE BROWNE OF RIZAL  Und Departs of Amelia
Doe No	Arm Mester No. 19466 STR Pro1474 and Arm NOTARY Phailite not No. 75330 SP Lifeting stander No. 019332/Riza MCLE Compirance No.Ve0327881 Valid unit April 19, 2027



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

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020.

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

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONST. CORP. that work may proceed on the Constn. of Covered Pathwalk & Fance at Amityville Elem. School, Brgv. 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 Astreement 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:

11 34 2423

Authorized Signature:

Name of the Representative of the Bidder: CABLOS & GERONIMO

#### CONSTRUCTION AGREEMENT 23

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duty organized existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capi Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	tol,
CSGER CONSTRUCTION CORPORATION—, a sole proprietorship/private corporation, organized and existing under the laws of the Republic of the Philippines, with principal place of busing and office address at Radriguer, kizel and herein represented by Proprietor President/General Manager, CANLO CHRISTON of legal age, Filippines, single/married, resident of Rodriguez, Rizel, hereinafter referred to as CONTRACTOR, WITNESSETH, That,	its one
WHEREAS, the PROVINCE declares that contain infrastructure works should be constructed pursuant of the Sangguniang Panialawigan Ordinance No. RPSB 129. 10. 2, 9, 2020 namely	d in
Construction of Covered Pathwalk & Fence at Amityvilla Elementary School Brgy. San Jose, Rodriguez, Rizel	,
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsible in a public bidding held last _ 6 Catober 2020, has accepted and binds itself to under the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specificant consideration of the amount of One hillion Six Pandred Figure-Seven Thomsard Technology (Pl.687, 222. 61 ), Philippine Current	sive take the m in
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties be hereby agree as follows:	reto
1. The whole works subject matter of this Agreement shall be completed w 5ixty-£1g5t (68) calendar days, in accordance with the provisions of the Documents, Approved Plans, Program of Works and Specifications and supporting/related documents are integrated herewith and incorporated herein by way of reference, namely:	Bio
a. SP Ordinance No. RPSB Reg. No. 2, s. 2020  b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest	
g. Bidding Documents including all the documents/statements contained in the wirtning hidder/s two (2) bidding envelopes	

i Addenda and Supplemental Bulletins Notice of Award of Contract and the Contractor's Conformitythereto.

Bid Security

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 Six isomered Eighty-Seven Thousand Two Mandred Teamty-Two Pason S 51/100 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the minutes 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 PhSOS FIVE HUNDRED SIX Toousand One Hundred Six Toousand One Hundred Sixty-Six Pescs & 78/100

  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 matertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtated 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 biquidated 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 traperformed portion for every day of delay. Once the complative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract heremafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tex 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 anytall 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 Regulatious, 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/manicipality of the Province of Rizal where the infrastructure project or works is/are located.

day of

RIZAL PROVINCIAL GOVERNMENT

Entiry/Firm/Corporation

Βy:

Proprietor/Manager/President

By:

REBECCA A. YNARES

Governor 🔠

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIEORO CHY (S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A, YNARES

Passgort No. P\$239281A

August 5, 2028

CARLOS GEBONEMO

TIN NO. 009-082-732

all brown 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 doed as well as the entity that they respectively ರಾಜಕಿಕಾಗಿ.

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

Construction of Covered Pathwelk & Fence at Amityville Elementary School, Brgy. Sen Jose, Rodriguez, Rizel

S MY HAND AND SEAL this Antipolo

are esco NOS OF RIZAL Usrl Decamber 31 **2 °27** Matter (vs. PTR NO!**Ekoze**-Rizz No:<u>Eko</u>ginais No: 86261

Roll of Alondon No. 35287 NGW 4844 PLANCING NO. 0187 (217 to NOLE Compliance No. VI 502786). Vertrund Nort 11, 2022

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

# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

06 November, 2020.

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villatoman:

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

Repair/Repainting of Ynares Multi-Purpose Covered Court
& Fence at N.T.A. Village, Brgy. San Jose. Rodriguez, Rizal
effective on the day you received this Notice to Proceed

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

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

Very tridy yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

. <u>15-150 ⊅223</u>

Authorized Signature:

Name of the Representative of the Bidder:

RENVIO C. VILLAROMAN

# CONSTRUCTION AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 716., with seat of government at the Rizal Provincial Capitol, Circumfurential Road corner P. Oliveros St., Brgy. San Roque, Apopolo City, represented in this act by
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Berss</u> , Rizsi and herein represented by its Proprietor/President/ General Manager, RENATE VILLARONAN of legal age, Filipino citizen, single/married, resident of Repart bereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlatawigan Ordinance No 18, 8, 2020 namely
Pereir/Regainting of Ymeres Mylti-Purpose Covered Court & Fence at N.T.A. Villege, Pray. San Jose, Rodriguez, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 6 October 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 Minety-Seven Thousand Four Hundred Ten Peros & 93/100 (P. 1,097,410,93 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within   Fifty-Six. (S6.) calendar days, in accordance with the provisions of the Bid  Documents, Approved Plans, Program of Works and Specifications and supporting/related documents  which are integrated herewith and incorporated berein by way of reference, namely:
a. SP Ordinance No. 18. a. 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 covelopes  b. Bid Security  i. Addenda and Supplemental Bulletins  j. Notice of Award of Contract and the Contractor's Conformity thereto  k. Credit Line Cortificate/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 coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Centract;
The PROVINCE bereby coverants to pay the CONTRACTOR the amount of PESOS One MILLION Ninety-Seven Thousand Four Handred Ten Pescs & 23/100  (P1,097,410.93 ). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreements a contract price at the time and in the

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

- 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 Target thandred Twenty-Nine Thansand Two thandred Twenty-Three Peace & 28/100

  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,
- For the duration of the Contract, a Contractor's All Risk insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVENCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing 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 inquidated 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 provide for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Finity may restained or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

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

the appropriate court of the city/mor works is/are located.	nicipality of the Province of Rizz	d where the intrastru	cture project of
IN WITNESS WHEREOF,	the parties have hereunto signed	this Agreement this	day of
LARD BUILDERS Entity/Firm/Corporation	RIZAL PR	OVINCIAL GOVER	: NMENT
By:  @ENATO-ELLARCHAN  Proprietor/Manager/President	By:	SBECCA A. YNARES Governor a	S
LOLITE S DE QUZMAN	WITNESSES M	A VICTORIXE IL	<u>JADA</u>
( ,	OTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINE AMERIQUO CITYO	) S.S		
BEFORE ME, a Notary Pu	blic for and in Antipolo City, per	sonally appeared the l	following
Name/Emity	Valid ID Presented	<u>Date</u>	<u>Place</u>
HON, REBECCA A. YNARES	Passport No P8239281A	August 5, 2028	Maruta
REMATO VILLAROMAN	TIT NO. 119-041-448		
all known to me and to me known acknowledgment that the same is the present.	n to be the same person's who can 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 p	of three (3) pages including this artics hereto in each and every pag	page wherein this ac a beroof, refers to the A	knowledgment is Agreement for:
Repair/Repainting of Years Village, Ergy. San Jose, R	# Multi-Purpose Covered ( odriguez, Risel	burt & Fence at	N,T.A.
WITNESS MY HAND AN		0 6 NOV 2000	MASIE Carried
Antipolo City.	<del>-</del>		riongo ten <b>3. Cardo</b> n (Gudek ja Og R <mark>igge</mark> )
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#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020.

MR. DENNIS C. SANDIL D.C. SANDIL CONST. AND REALTY DEVT. INC. Rodriguez, Rizal

Dear Mr. Sandill:

The attached Contract Agreement having been approved, notice is hereby given to D.C. SANDIL CONST. AND REALTY DEVT. INC.—that work may proceed on the Improvement / Concreting of Various Roads at Divine Mercy Village, Brgy. Guitnang Bayan 1, San Matee, 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 APYNARES

Governor

I acknowledge receipt of this Notice on.

11 00 2020

Authorized Signature

Name of the Representative of the Bidder:

10:06/2020 # 25

# 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, Cucumferential 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

D.C. SANDIE CONSTRUCTION & REALTY DIW T. I a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Son Just Offy and herein represented by its Proprietor/President/General Manager, DELVES C. SALDYE of legal age, Filipino citizen, single/married, resident of Sen Just City hereinafter referred to as the CONTRACTOR. WITNESSETTI That

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoniang Panlalawigan Ordinance No. 21, s. 2019 namely:

Interpresent/Concreting of Verious Roads at Divine Mercy Village, Brgy. Outtarng Bayen 1, San Mateo, Gizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical componence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 6 (250000 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 Ten 1333 ion Six Bunging Lineary Eight, Thousand Five Hundred Fifteen Pesos & 05/100 (P10, 698, 515, 05), 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 <u>Pendingd Eighty</u> (186) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:

- a. SP Ordinance No. <u>21.</u> 3. 2015
- b. Certificate of Availability of Fends
- c. Scope/Program of Work and Detailed Estimate
- d Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins.
- Notice of Award of Contract and the Contractor's Conformitythereto.
- k. Crodit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby coverages with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

  Ten 1111on Six Juncined Ninety-Eight Thousand Pive Headred Pifteen Pesos 3

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  (P10,698,515.05), 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 not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Million Two Hundred Nine Thousand Five Pandred Fifty-Four Pesos & 52/100 (P 3, 209, 554, 52 ) required performance security of PESOS_ 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. Commetter undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Art 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 durages shall be at least equal to one-tenth of one percent (0.001) of the cost of the imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged teaches 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 remodies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- The implementing rules and guidelines regarding edjustment 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 tune, 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 projudice, however to any mutual agreement of the parties hereto to agree in writing to reson to other alternative modes of disputes resolution.

Without projedice 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 decuments 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 set 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/arc located.

IN WITNESS WHEREOF, 1	the parties have bereunto signe	d this Agreement th	isday of
D.C. SANDIL CONSTRUCTION & F	EALTY		
DEV'T. INC.	RIZAL PR	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
Бу: (	By:	B	
DENNIS CL SANDIL	RI	EBECCA A. YNAF	RES
Propticty/Manager President		Governor ^{ar}	
<i>f</i> /	WITNESSES -		
loss.		. 7	
LOLITA B. DE CUZMA	N MA	VICTORISB. T	EJADA .
/ мо	TARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES ANTUBOLO CITY ) 8.9	_		
BEFORE ME, a Netary Pub	lic for and in Anapolo City, per	rsonally appeared th	e following
•			_
Name Entity	Valid TD Presented	Date	Płącę
HON, RUBECCA A YNARES	Passport No. P8239285A	August 5, 2028	Mamia
DENNIS C. SANDEL	TIN NO. 185-510-536		
all known to me and to me known schnowledgment that the same is their present.	_	_	_
This instrument, consisting of written and has been signed by the par	of three (3) pages meluding this ties hereto in each and every pag	·	
Improvement/Concreting of V Bayan 1, San Mateo, Rizel	erious Roads at Divine	Mercy Village,	Brgy. Guitneng
WITNESS MY HAND AND ACTION OF City.	SEAL thisday of <b>B</b>	6 NOV 2020 18	TO THE WAY TO THE
			ono, Sidangorad & Cafdori Na PROVINCE OF RIZA
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#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020.

MR, VICTORIANO L. ADA THREE W BUILDERS INC. Las Piñas City

Dear Mr. Ada:

The attached Contract Agreement having been approved, notice is hereby given to 
THREE B' BUILDERS INC. that work may proceed on the 
Construction of Stone Masurry for Slope Protection of Ampid River, 
Brgy. Ampid I and Brgy. Ampid II, San Maten, Rigat 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

rebecca a. Ynares

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

10:06:2020 # 26

# CONSTRUCTION AGREEMENT &

# KNOW ALL MEN BY THESE PRESENTS:

tens AGRELMEN I made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. 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
THREE W BUILDERS, INC.  a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Les Pines City  Proprietor/President/General Manager, Citizen, single/married, resident of Les Pines City, heremafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pankalawigan Ordinance No. 21, 8, 2019 namely;
Construction of Stone Memorry for Slope Protection of Ampid River, Brgy. Ampid I and Brgy. Ampid II, San Nateo, 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 6 Cotober 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 decuments, approved plans, program of works and specification in consideration of the amount of Thirty-Turee Million Nine Hardred Thirty-Soven Thousand Fight Hardred Thirty-One Pesos 6 C5/100 (P 33, 937, 831.05 ), Philippine Carrency.
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 <b>Three Randred</b> ( <b>300</b> ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans. Program of Works and Specifications and supporting related documents which are integrated herewith and incorporated berein by way of reference, namely:
<ul> <li>a. SP Ordinance No</li></ul>
h. Bid Security  i. Addenda and Supplemental Bulletins  i. Notice of Award of Contract and the Contractor's Conforming thereto

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

Rules and Regulations implementing R.A. No. 9184

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

The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Tourty-Turee Million Nine surfaced Thirty-Seven Thousand Fight thusbred Thirty-One Peros & 03/100 (P 33, 937, 631.05 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise parent by the testing authors 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 not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Ten Million One thendred Eighty-One Thousand

  Three handred Forty-Nine Peace 5 32/100 (P 10,181,349.32)

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9181, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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 condentakes 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 centract, CONFRACTOR shall regularly present a tax elemance 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 squetions that may be imposed in proper cases, a violation by the CONTRACTOR of any all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, th	e parties have hereunto sign tipolo.Ciry. (LU):O. r.d ZA.,	ed this Agreement if	<b>hi</b> sday o	ſ
Frighty/Firm Corporation	RIZAL PJ	ROVINCIAL GOVE	ERNMENT	
By State of the st	$\mathbf{B}_{\mathbf{y}}$ :	E		
Proprietor Manager President	R	EBECCA A. YNAI Governor	RES	
	WITNESSES -			
LOLITA B. DE GUZMAN MA. VICTORIAR. TEJADA		EJADA		
. 8017	ARIAL ACKNOWLEDGY	IENT		
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (\$.S.				
BEFORE ME, a Notary Public	for and to Antipolo City, po	rsonally appeared de	e following	
Name/Entity	Valid ID Presented	Date	Place	
HON REBECCA A, YNARES	Passport No. P\$239281A	August 5, 2028	Manila	
VICTORIANO ADA	TIN NO. 414-753-000			
all known to me and to me known to acknowledgment that the same is their fi present	be the same person's who see voluntary act and deed as	executed the foregon well as the entity thi	ng instrument and at they respectively	L

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

Construction of Stone Masonry for Slope Protection of Ampid River, Brzy. Ampid I end Brgy. Ampid II, San Neteo, Rizel

WITNESS MY HAND AND SEAL thisday of _	0 6 MONTENED SING MADIE SAN TOE
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	MGLE Cornel ance No.V1-001788
	Matid Unit (Albert 1), 1982 to



# Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

86 November, 2020.

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

Dear Mr. Sonano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the Construction of 2-storey, 6-rooms Ynares School Building at Silangan Elem. School (Buntong Palay Annes), Brgy. Silangan, San Matea, Rical effective on the day you received this Notice to Proceed

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

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

Very truly yours.

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

11-26-2630

Authorized Signature:

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

# CONSTRUCTION AGREEMENT 27

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sear of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	S.E. SCRIAGO 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 <u>Sorono, Rizal</u> , and herein represented by its Proprietor-President/General Manager, <u>SICPEY SORTANO</u> of legal age, Pilipino citizen, single/married, resident of <u>Ground, Rizal</u> , heremafter 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. 3, 8, 2020 namely:
	Construction of 2-storey, 6 rooms Yneres School Evilding at Silangan Linuaritary School (Buntong Palay Annex), Brgy. Silangan, San Heteo, Rizal
ž	WHERDAS, 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 6 October 2020 has accepted and bands itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved plans, program of works and specification in consideration of the amount of Thirteen Million Three Hundred Fifty-Seven Trousend Six Mundred Minety-Eight Pegot & 38/100 (P.13, 357, 696, 3d.), Philippine Currency.
	NOW, THEREFORE, for and to consideration of the foregoing premises, the parties hereto bereby agree as follows:
	The whole works subject matter of this Agreement shall be completed within Two itendred Sixty-Four ( 264) 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:
	a. SP Ordinance No. RPSB <u>Res. Ro.</u> 3, s. 2020 b. Certificate of Availability of Funds

- Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning hiddens two (2) bidding cavelopes.
- Bid Security
- Addenda and Supplemental Bulletins
- ). Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R A. No. 9184
- 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 coverants to pay the CONTRACTOR the amount of PESOS Thirteon Hilliam Tures Hundred Fifty-Seven Toxusend Six Hundred Minety-Fight Peops & 32/100 (P.13,357,698.38_), Philippine Pesox & 38/100 (P. 13,337,685,36 ), visitippate 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 Million Seven Thousand Three Hundred

  [P4_007_309.51]

  Philippine Currency, in the form of Purformance 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), upless otherwise meansistent 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;

**/**Y

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 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;
- FO. 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 (ax 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 anyoli 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 set or acts in question or both as the discretion of the Courts.

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

S.L. SURIANO COMBERUCTION	RIZAL P	ROVINCIAL GOVE	RNMENT
Entity Film/Corporation	•		
dy:	By:	5	
STOWER SCRIANO	Ŧ	REBECCA A. YNAF	UES
Proprietor/Manager/President		Governor &	
/xz/	WITNESSES -	,	
LOLITA/B. DE OTZMAN	N M	A. VICTORIA T	EJADA
/ 80	TARIAL ACKNOWLEDG	MENT	
EPUBLIC OF THE PHILIPPINES)	)		
NT2OLO CITY IS S	i	-	
BEFORE ME, a Notary Publ	ic for and in Antipolo City, p	ersonally appeared th	e following
Names Entity	Valid ID Presented	Date	Place
ION REBECCA A. YNARES	Passport No. PR239281A	August 5, 2028	Manda
SIENEY SORIANO	TD: NO. 233-687-269		

This instrument, consisting of three (3) pages inclu- written and has been signed by the parties better in each and o	
Construction of 2-storey, 6 reces Ynsres School (Suntong Paley Annex), Brgy. Silenger	nool Building at Silangen Elementery n, Sen Mateo, Risal
WITNESS MY HAND AND SEAL thisd Antipolo City.  Doc No4 Page No3 Book No2 Sends 208.	NOTARY PLBERCY: Member No. 302840 P. 2018 P. 2



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

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

06 November, 2020

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

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES — that work may proceed on the Rehabilitation / Asphalt Patching of Parking Area at Yuanes Sports Arena (YSA), Pasig 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 receips 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: PORFIRIO

FORTING DAMA

10/06/2020 # 28

### CONSTRUCTION AGREEMENT 2.5.

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7160, with s	r RIZAL, a local government that, duty organized and out of government at the Rizal Provincial Capitol.  San Roque, Antipolo City, represented in this act by
Its GOVERNOR, HON, REBECCA A. YNARE	5, herein referred to as the PROVINCE; and
JKD-0 ² EVITEPRISES	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Repu and office address at Tensy, Riza Proprietor/President/General Manager, FC citizen single/married, resident of Ten CONTRACTOR, WITNESSETT, That,	blic of the Philippines, with principal place of business.  I and herein represented by its  RFIRIO MINA of legal age, Filipino  By, Rizal bereinafter referred to as the
WHEREAS, the PROVINCE declares the pursuant of the Sangguniang Panlalawigan Ordina	nec No. 15, 8, 2020 namely:
Rebabilitation/Aschalt Patching of Par Pasin City	rking Area at Ynarea Sporta Arena (YSA),

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 lost 6 October 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 Handred Thirty-Four Thousand Six Handred Twenty-Two Pesco 5 31/100 (P 2,634,622.31 ). Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Forty (40) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated between the and incorporated herein by way of reference, namely:
  - a, SP Ordinance No. 15, a. 2020
  - b. Certificate of Availability of Fueds
  - 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 warrang bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletios
  - 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 contornity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

  Two Million Six Randred Thirty-Four Thousand Six Hundred Twenty-Two Pesos

  (P 2,634,622,31 ), Philippine

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

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- 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 Sundred Finety Thousand Three Handred

  Eighty-Six Pesos & 69/100.

  Philippine Currency, in the form of Parformance Road as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and paiotained 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 (CAAM), unless otherwise incensistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restriction shall be applicable in the implementation of this Agreement;

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

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

- 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-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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 projectice 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 as the discretion of the Courts.

Jurisdiction over civil cases or sust 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.

Passport No. P8239281A	August 5, 2028	Manaka
Valid ID Presented	Date	Place
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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 analyzing this page wherein this acknowledgment is written and has been signed by the parties bereto in each and every page bereof, refers to the Agreement for

Rehabilitation/Asphelt_Patching of Parking Ax	es at Ymeres Sports Arena (YSA),
Pesig City	ATTY AMAR MARIE L. SHETOS
WITNESS MY HAND AND SEAL this	of 0 6 NOV 2778 Rizal Booking Carriers Carriers of Strains
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Brok No. 7 Sents 20 20	PHT NOT <b>S PARTY</b> Sizot NOTARY BUBLAR or says Ale, 08250 BP Liston Marran No. 073322 Piza
	MCLE Compliance No VI-0007230 Valid call April 14, 2022



# Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

05 November, 2020

MR. REYNALDO SL. PEREZ
PERSAN CONST. INC. D.C. SANDIL CONST. & REALTY DEVT. INC.
(Joint Venture)
Quezon City

Dear Mr. Perez:

The attached Contract Agreement having been approved, notice is hereby given to PERSAN CONST. INC. - D.C. SANDH. CONST. & REALTY DEVT. INC. (Joint Venture) that work may proceed on the Construction of Justice Building at Government Center, Sitio Cabading, Brgv. Inarawan, Antipolo, City effective on the day you received this Notice to Procee

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on;

# =4-2<u>076</u>

Authorized Signature:

Name of the Representative of the Bidder:

REYNALDO SL. PEREZ

10:06/2020 7 29

# CONSTRUCTION AGREEMENT 29 (JOINT VENTURE)

#### 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

PERSAN CONSTRUCTION, INC., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Sta. Mana, Bulacan, and berein represented by its Proprietor/President/ General Manager, REYNALDO PEREZ, of legal age, Filippine citizen, single/married, resident of Sta. Maria, Bulacan, hereinafter referred to as the CONTRACTOR; and

D.C. SANDIL CONSTRUCTION & REALTY DEVELOPMENT INC., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at San Juan City, and herein represented by its Proprietor/President/ General Manager, DENNIS C. SANDIL, of legal age, Filipino citizen, single/married, resident of San Juan City, hereinafter referred to as the CONTRACTOR.

#### WITNESSETH, That,

WHEREAS, the PROVENCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, s. 2020, namely

Construction of Justice Building at Government Center, Sitio Cabading, Brgy. Ingrawan, 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 6 October 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 Three Hundred Sixty Million Two Hundred Seven Thousand Seven Hundred Seventy Pesos & 74/100 (Php360,207,770.74), 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>Six Hundred Thirty</u> (630) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, s. 2020
  - b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate.
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f Request for Expression of Interest
  - g Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addends and Supplemental Bulletins
  - j. Nonce of Award of Contract and the Contractor's Conformuty-thereto
  - k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued on accordance to the Rules and Regulations implementing R A. No. 9184

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- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Hundred Sixty Million Two Hundred Seven Thousand Seven Hundred Seventy Pesos & 74/(00 (Php360,207,770.74). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;
- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Eight Million Sixty-Two Thousand Three Hundred Tharty-One Pesos & 22/100 (P108.062.331.22) 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:

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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 producement 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 PROVINCS;

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 Tame shall be the sole responsibility of the CONTRACTOR:

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- 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 Eureau 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 ansing 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 ladustry 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 ______ day of ______ at Antipolo City

PERSAN CONSTRUCTION, INC.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

Вy

REYNALDO PREEZ
Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor &

D.C. SANDIL CONSTRUCTION & REALTY DEVELOPMENT INC.

Entity/Firm/Corporation

By:

DENNIS C. SANDIL. Proprietor/Vianager/President

#### WITNESSES

LOLITA B, DE GUZMAN

MA. VICTORIAB. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF TREPHILIPPINES) ANTEROGOMITY S.S.

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

Name/Entity Valid TO Presented Date Place

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

REVNALDO PEREZ TIN NO 103-977-081

DENNIS C. SANDIL TIN NO. 185-510-536

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

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

Construction of Justice Building at Government Center, Sitio Cabading, Brgy. Ingrawan, Antipolo City

WITNESS MY HAND AND SEAL this ______day of \$\frac{1}{10.5000} \frac{10.0000}{2000} at Rizal Provincial Capitol, Antipolo-City, 2000.

NOTARY PUBLIC

Doc No. 18
Page No 5
Book No. 4
Series 2020

AT FY. AMNIA MARIE L. SARFOS NOTARY PUBLIC for Argono, Binangonan & Cardens at, in the FROVINCE OF REZAL Until Oscanber 31, 2021 Agni Nation No. 13-20-PTS NO. 30-22-Rizal Roll 0431 orns /s. No. 1892-50

Robers and series in 18250 ISP Cretims monder No. 016632 24 24 MOLE Compliance No.VI-0037853 Valid until April 14, 2022

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