

OFFICE OF THE GOVERNOR NOTICE TO PROCEED

18 November, 2020.

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

Dear Mir, Riveror

The attached Contract Agreement having been approved, notice is hereby given to If ANALER CONSTN. AND SUPPLIES that work may proceed on the Construction of 2-storey, 4-rooms Manes School Building at San Vicente Elem. School, Brgg. San Vicente, Angano, 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 Schedele.

Pteaso 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 Rizat

Very traly yours,

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:
Name of the Representative of the Bidder: EDWIN BRIVERA

CONSTRUCTION AGREEMENT | A

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 Rizat 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

TAXALER CONSTRUCTION AND SUFFLIES

a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of husiness and office address at Morong, Rizal, and herein represented by its Proprietor/President/General Manager, EDWIN 8. RIVERA of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Pantalawigan Ordinance No. **RP8B Res. No. 3, s. 2020** namely:

Construction of 2-stoney, 4 roose Youres School Building at San Vicente Flementary School, Brgy. San Vicente, Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 20 October 2020 , has accepted and biods 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 81x M1111on Four Hundred Seventy-Three Thousand Nine Hundred Pesos 6 85/100 (P 6.473, 900, 85), Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within One Bundred Sixty-Night (166) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. MRSB hee. No. 3, e. 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
 - h, Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Million Four Hundred Seventy-Turne Thousand Nine Hundred Pesos & 85/100.

 (P 6,473,900.85), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Nine Handred Forty-Two Thousand One Handred Seventy Peace & 26/100 (P1, 942, 170. 26)

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 [8hall 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 BJR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

works is/are located.					
IN WITNESS WHEREO	F, the parties have he A Antipolo City.	ereunto signe	d this Agreement th	isđay ol	Ī
YAKALER CONSTRUCTION AND	SUPPLIES	RIZAL PR	OVINCIAL GOVE	RNMENT	
Entity/Firm/Corporation					
By:		By:	Δ.		
EDAN BY RIVERA		RF	BECCA A. YNAE	RES	
Proprietor/Manager/President	_		Governack_		
Je. 2	7 WITNES	sses —			
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ANGUNUSTA	S.Ś	. a12A1			
BEFORE ME, a Notary P	ublic for and in (1918)	MarCity, per	sonally appeared th	e following	
Name/Entity	Valid IQ Pr	eşented	Date	Place	
HON REBECCA A YNARES	Passport No. Pf	3239281A	August 5, 2028	Manüa	
EDWIN 8. RIVERA	<u>TIN NO. 420</u>	-018-900			
all known to use and to me know acknowledgment that the sense is the present.					
This instrument, consisting written and has been signed by the p	g of three (3) pages it parties hereto in each ;	including this and every page	page wherein this : bereof, refers to the	icknowledgment is Agreement for	i
Construction of 2-storey,	4 rooms Ymeres	Seboel But	lding at San V	loente	
Elementary School, Brgy. S	sen Arcente' was	erm, Klie	(.	PLANT TO THE LOS	
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020.

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

Dear Mr. Ubfadas:

The attached Contract Agreement having been approved, notice is hereby given to RIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Repair / Repainting of 1-stores, 3-rooms BOD Building or

Kinogatan Elem, School, Brgy, Kinogotan, Binangonan, Rigal effective on the day you received this Notice to Proceed.

Open 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. Reep 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 LAURO M. UBIADAS

Jr 20 20 20

10/20/2020 # 3

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

KTT INTANAS CONSTRUCTION CORPORATION. B 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 **Binangoran, Risel**, and berein represented by its Proprietor/President/General Manager, LASTON, URIADAS, of legal age, Filipino citizen, single/married, resident of **Binangoran, Risel**, 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. **PRSB Bess. No. 6**, **2019** namely:

Repair/Repainting of 1-storey, 3 rooms 300 Bailding at Kinegeten Flamentary School, Bugy. Kinegeten, Simongoren, Rinal

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

l. The whole works subject matter of this Agreement shall be completed within Elgity (80) calendar days, in accordance with the provisions of the Bid Dotuments, 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. 2PSB 166. No. 6, 9. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications.
- e. Construction Schedule
- f. Request for Expression of Interest
- g Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- Bid Security
- Addenda and Supplemental Bulletius.
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k, Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Four Hundred Thirty-Eight Thousand Four Hundred Thirty-Two Pesos 20/100 (P 1,432.20), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

 Thenty-Nine Peace & 66/100

 Philippine Contractor in the form of Performance BODG and a property of querentum for the

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

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

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

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

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

 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 Burcau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

ist

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

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

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

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my: lead	By;	8	
Proprietor/Manager/President		REBECCA A. YNA Governor &	
· //	WITNESSES	-	
LOLITA K. DK GHZMA	AN	MA. VICTORIA B. 1	FEJADA
/ N	STARIAL ACKNOWLE	DOMENT	
REPUBLIC OF THE PUBLIPPINE ANGONO, RIZAL	•		
BEFORE ME, a Notary Pu	blic for and in Antipolo Ci	ty, personally appeared t	he following
Name/Entity	Valid II) Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. 98239281	A August 5, 2028	Manila
LADRO N. URTADAS	TIN NO. 009-410-4	689	

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

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

Repair/Repainting of 1-storey, 3 rooms BOD Building at Kinegatan Elementery School, Pagy. Kinegatin, Bineagones, Ritel

WITNESS MY HAND AND SEAL this	day of
ANGENO ^H RIZAL	NO WAY PUBLIC
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Valat ortil April 14, 2022



OFFICE OF THE COVERNOR

NOTICE TO PROCEED

18 November, 2020

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

Denr Mr. Ubiadas:

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

Construction of Vitares Stage at Stein Mata Elem. School, Urge. Palongoy, Binangonau. 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 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 fully yours,

REBECCA A. YNARES Governor ≻

) acknowledge receipt of this Notice on.

17:30 203<u>0</u>

Authorized Signature.

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

LAURO M. UBIADAS

19/20/2020 v 3

CONSTRUCTION AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Shampoonn, Rigal</u>, and herein represented by its Proprietor/President/General Manager, <u>LAPRO M. USIANAS</u>, of legal age, Filipino citizen, single/married, resident of <u>Binangonan, Place</u>, 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. **2PSB Res. No. 2, s. 2000** namely:

Construction of Youres Stage at Sitio Mate Elementary School, Brgy. Palangoy, Binangonam, 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 20 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 the amou

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 Sizty (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 because had incorporated became by way of reference, namely:
 - s. SP Ordinance No. 2PSB Bes. No. 2, s. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications.
 - o. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning biddet/s two (2) hidding 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 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 Hillien Eighty-One Thousand Three Hardred Seventy Pesos 4 35/100

 (P 1.061,374.45). 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 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 Hardred Twenty-Pour Thousand Four

 Hardred Eleven Pesos & 25/100

 Philippine Currency, in the form of Performance Bend as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations 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 comulative 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 dumages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

IN WITHESS WIJEREOF, the parties have hereunto signed this Agreement this ______ day of

T UBIADAS CONSTRUCTION CORU	CRATION RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
" bulliand	By:	2	
LAURO M. UBEADAS	R	EBECCA A. YNAF	RES
Proprietor/Manager/President		Governor &	
· /a)	Witnesses —		
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Lolita'ı de Guzmai	S MA	A. VICTORIAB. T	EJADA
(NO	TARIAL ACKNOWLEDGA	1ent	
EPUBLIC OF THE PHILIPPINES) STUPOLO CITY NGUNO, RIZAL	•		
BEFORE ME, a Notary Publ	ic for and in Antipolo City, po	sonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
ON, REBECCA A, YNARES	Passport No. P8239281.A	August 5, 2028	Manilo
LAURO M. URIADAS	TIN NO. 008-410-689		
l known to me and to me known that the same is their	to be the same person/s who free voluntary act and deed as	executed the forego: well as the entity the	ing instruction

written and has been signed by the parties bereto in each	th and every page hereof, refers to the Agreement for
Construction of Yourge Stage at Sitio Binangeners, Rizal	Mate Elementary School, Brgy. Pelangoy,
WITNESS MY HAND AND SEAL this Antipole City. ANGONO, RIZAL	day of MOV 18 2020 ATTY ANALY MARKE L. SANTOS of Angero, Bide agone is Camons along the PROPENCY OF RIZAT
Page No	Unia Dade ribo 31 Admi Medicinio 1996 NOTARY PIACE CO IZ 607 Rizal
Scries 20 <u>₽</u> .	Roll of Attendys Ac. 69250 3P Liferinto Momber No. 0156347800 MCLE Comprense No.V-000788. Walio voil April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020.

MR. GRINGO C. ANORE G. ANORE CONSTRUCTION Briangonan, Rezal

Dens Mr. Angrei

The attached Construct Agreement having been approved, notice is bereby given to G. ANORE CONSTRUCTION—that work may proceed on the Repulit/Repainting of 2-storey, 6-rooms Enarch School Bidg, at Macanust Elem. School, Brgg. Macanust, Dinanganan, Right effective on the day you received this Notice to Proceed.

Upon sceeips 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

Governogy.

Lacknowledge receipt of this Notice on .

H-20-2070

Authorized Signature:

Name of the Representative of the Bidder: GRIXCO

GREYGO C.(MIORE

10/20/2020 # 4

CONSTRUCTION AGREEMENT

4

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
Circun	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and gunder Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol afferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by VERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
and Proprie cirizen	G. ANORE CONSTRUCTION . 8 soic proprietorship/private corporation, duly zed and existing under the laws of the Republic of the Philippines, with principal place of business office address at Blumgonen, Rizel and herein represented by its tot/President/General Manager, GRINSD C. ANDRE of legal age, Philipine, single/married, resident of Blumgonent, Blu
ригана	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in of the Sangguniang Paulalawigan Ordinance No. RPSB Rec. No. 2, 10. 2020 namely:
	Repair/Repainting of 2-storey, 6 rooms Ynames School Building at Macamot School, Brgy. Macamot, Sinangonem, Risal
Bid in the cor following consider Buoda	estake the above said infrastructure works, has been declared as the Lowest Calculated Responsive a public bidding held last 20 October 2020 has accepted and binds itself to undertake astruction and completion of the above said infrastructure works strictly in accordance with the ing standards set forth in the bid documents, approved plans, program of works and specification is ration of the amount of One Million Seven Handred Seventy-One Thousand Two and Tricty-One Pasce 5 72/100 (P 1,771, 241.72). Philippine Currency. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:
	The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Biological Completes and the Biological C
	ents, Approved Plans, Program of Works and Specifications and supporting/related documents are integrated herewith and incorporated herein by way of reference, numely:
5	a. SP Ordinance No. 1752 Res. 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 winning
Ū	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 innolamenting R. A. No. 9184

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Seven Bundred Seventy-One Thousand Two Hundred Thirty-One Pesce & 72/100 (P 1,771,231.72). 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;

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;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any atomey 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 Five Hundred Thirty-One Thomand Three lambred Sixty-Rine Pasos 6 52/100 (P 531, 369.52)

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

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

"All contracts executed in accordance with the Act and this JRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged teaches 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 health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns 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 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 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 perfinent 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 19/are located.

day of

SRINGO C. ANORE	TIN NO. 253-374-109		
HON, REBECCA A, YNARES	Pasaport No. P8239281A	August 5, 2028	Manda
Name/Entity	Valid ID Presented	Date	Pluce
BEFORE ME, a Notary Public	for and in Ablipala City, pe	asonally appeared the	c following
ANTIPOLOGOPTY 18.S.	SONO RIV	ĺħ	
REPUBLIC OF THE BRULLPPINES)			
, (NOTA	ARIAL AÇKNOWLEDGI	ÆENT	
LOLITA B. DE GUZMAN	M.	A. VICTORIA B. T	EJADA
/8/-	WWW.	0	
	WITNESSES -	ď	
Proprietor/Manager/President	, and a second	Governox—	L
GRINGO L. AMORE		EHECCA A. YNAF	ers
By: A .	By:	4	
Enrity/Firm/Corporation	(1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.		
G. ANORE CONSTRUCTION	RIZAL P	ROVINCIAL GOVE	RNMENT
BE ATI	tipola City.		
IN WITNESS WHEREOF, do		ed this Agreement th	is day of

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) written and has been signed by the parties bereto		
Repair/Repainting of 2-storey, 6 Elementary School, Hrgy. Mecanot	, Binangonan, Riza	ol Building at Macamot
ı	NOV 18 IVER	ALLY, ASSESSMENT RESIDENCE MANAGEMENTS
WITNESSPINE HAND AND SEAL this Autipart End. Doc No	day of	Ic. Apartical Provident Espiral 192 Ellio de l'ello de l



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020

MR. DANILO C. MAGNO TRANCOM ENGINEERING CONSTRUCTION Textay, Rizel

Dear Mr. Magno.

The intached Confract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION——that work may proceed on the Repair/Repairing of Yuares School Building & Construction of Covered Pathwalk/Replacement of Gate at Crimia & Tayloy, Rical effective on the day you received this Notice to Proceed.

Open 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 teturn the other to the Provincial Government of Rizal.

Very truly yours.

REBECCA A. YNARES

Incknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

DANILO C. MAGNO

10/20/2020 # 5

CONSTRUCTION AGREEMENT ,

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

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

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

Repair/Repainting of Ymares School Building & Construction of Covered Fathwalk/Replacement of Gate at Cainta & 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 hidding held last 20 October 2020 _____, has accepted and bitude 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 appoint of Coe Million Four Hardred Thirty-Three Thousand Five Hardred Seventy-Three Person 5-29/100 _____, Philippine Currency.

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

1. The whole works subject matter of this Agroement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. RPSB Rec. No. 2, c. 2020
- b. Certificate of Availability of Funds
- e. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- Construction Schodule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitytherate
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

 The PROVINCE hereby govenants 	to pay the CONTRACTOR the amount of PESOS The Thomasure Five Handred Seventy-Three
the Million Four Bendred Thirty-Thr	
Pesos & 29/100	(P1,433,573,29), Philippin
	and only upon completion of the infrastructure work
unless otherwise agreed by the parties, subject of	this Agreement as a contract price at the time and in the
manner prescribed by the Contract and specified:	in the Bid and as agreed upon by the Contractor;

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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 Four limited Thirty Thousand Seventy-One Peecs & 99/100 (P 430, 671, 99)

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

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

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

"All contracts executed in accordance with the Act and-this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches rea 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 romedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYCE 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

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 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 restrution 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.

TRANCOM ENGINEERING CONST	RUCTION RIZAL PR	ROVINCIAL GOVE	RNMENT
Entity/Fign/Corporation			
By:	By:	5	
Provident/Manager/President	R	EBECCA A. YNAI Governosk	RES
L	witnesses -	\bigcirc	
LOLITA BODE QUZMA	AN MA	1. VICTORIA B. T	EJADA
. ¹ N	OTARIAL ACKNOWLEDGE	ENT ⁽	
REPUBLIC OF THE PHILIPPINE	(2)		
АNTIPO LO GIP U ^{LAL}) s	3.Ś.		
BEFORE ME, a Notary Po	blic formació Ampolo City, pe	rsonally appeared th	e following
Name/Coury	Valid ID Presented	Date	Place
HON, REBECCA A YNARES	Ρα ειφ οπ Νο. P8239281Α	August 5, 2028	Manila
DANTLO MACNO	TIM NO. 130-861-254		

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

MAPPLE L

ATTY ATTY MAPPEL, John US

at Rizal Provincial Carlon

at Rizal Provincial Carlon

of Angono, Eiro (2004) Of RIZAL

solin to Provincia of RIZAL

Asim in Stando, 1970

NOTARY PUBLIC MARCH OF 1975

PD1 1970 September 1971 1975

'BP Lugging wid nbor Mo. 1493\$2 /Rixal MCLE Compliant No.vi-6007385 Ventions Ashina 12022

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

Replacement of Cate at Cainta & Taytay, Rizal

Antipolo City, NO. Q 17 41.

Dec No. ____(Page No. _____(Book No. ____(Series 20__**20**

WITNESS MY HAND AND SEAL this _______ KOV 18 MIN day of

Repair/Repainting of Ymeres School Building & Construction of Covered Pathwelk/



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020.

MR. LAURO M. UBIADAS KIT UB!ADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiodas:

The attached Comract Agreement having been approved, nonce is hereby given to KIT UBLADAS CONSTRUCTION CORP. that work may proceed on the Repair/Repainting of Yuares Schmit Buildings at Muzon Elem. School, Bryg. Muzon, Taylay, 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 Implementing Schodule.

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 Natice on:

Authorized Signature:

Name of the Representative of the Bidder | LAURO M. URIADAS

CONSTRUCTION AGREEMENT

6

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with 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

KIT UBLADAS CONSTRUCTION CORPORATION , a sole proprietorship/p	rivate corporati	on, duly
organized and existing under the laws of the Republic of the Philippines, with pr	incipal place of	business
and office address at Dinargone n, Rivel and herein Proprietor/President/General Manager, IAURO N, UNIADAS	represented	by its
citizen, single/matrice, resident of himmensen, him bereinsfter	referred to	as the
CONTRACTOR, WITNESSETH, That,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paplalawigan Ordinance No. **BPSB Res. No. 2, 5, 2020** namely:

Repair/Repainting of Ymeres School Buildings at Mason Elementary School, Brgy. Muson, Taylay, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 20 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 Times Milition Two Handred Minety-Rine Thousand 51x.

Handred Sixty-Seven Codes.

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

- a. SP Ordinance No. 1263 Rec. 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 bidder/s two (2) hidding envelopes
- b. Bid Security
- i. 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 Three Hillion Too Bushed History-Hine	pay the CONTRACTOR Thousand Six Bundred	the amount of PESOS Sixty-Seven Pesos
	\$ 54/£00		567.54), Philippine
	Currency, in consideration of the construction and		
1	unless otherwise agreed by the parties, subject of thi	is Agreement as a contract p	rice at the time and in the
ţ'n	manner prescribed by the Contract and specified in t	he Bid and as agreed upon b	y 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;

 It is understood that prior to the signing of this Agreed required performance security of PESOS. Wine Hundred Eight; 	near, the Contractor has posted the
Hundred Perce & 26/100	(p 989, 900.26)
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	n, 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 Promisement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

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IN WITNESS WHEREOF, the NOV 18 2020 at Any	e parties have hereunto si dipolo Cira . ZAL	gned this Agreement this	day
KIT UBIADAS CONSTRUCTION CORPOR Entity/Firm/Corporation	<u>Ā</u> ŢĪON RIZAT	. PROVINCIAL GOVERNME	NT.
By: liked	By:	A.	
LAURO M. UBIADAS Proprietor/Manager/President		REBECCA A. YNARES Governor	
· Ist	WITNESSES -	_	
LOLITA B. DE GUZMAN		MA. VICTORIZ B. TEJADA	
NOT	ARIAŁ ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANGONO, RIZAL 8.5			
HEFORE ME, a Notary Public	o for and in Antipolo City	personally appeared the follow	ding
Kame/Entity	Valid ID Presented	Date Plac	æ
HON, REBECCA A YNARES	Passport No. P8239281A	August 5, 2028 Mani	ılşı.
LAURO H. UBIADAS	TIN NO. 008-410-68	9	_

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

	in each and every page hereof, refers to the Agreement for:
	ol Buildings at Muxon Elementary School,
Brgy. Muson, Taytay, Bisal	Cont.
WITNESS MY HAND AND SEAL this	ATTY, ANNA MAPIE L. SAWTOS NOV 18 2070 P. NOTARY SEE Complete Constitutions
ANGONO, RIZAL	all in the PROVINCE OF RIZAL
Doc No. J?	UMH Discention 31, 24 Adm_ugajia_blo_ 1144
Page No 12 Book No 2	PTRIAG PLANT REZE NOTARANGORIO (1907) NO 195254
Scries 20 🍖 .	BP Lifeilmo Member Nei (1) 8887 (Arti: MCLE Compliance (45 VI-999203)
	Valid entil Acri 10 (2-15):



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020.

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

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION INC.—that work may proceed on the Repair/Repainting of Youres School Buildings of Casimiro A. Youres—Sr. Mem. National High School, Brige Dolores, Taylog, 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 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.

REBECCAX, YNARES

Governor &

Lacknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder:

0.1

10/20/2020 4 7

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, Circumfetential 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

STEFLEEND CONSTRUCTION, INC. a sole proprietorship/p	rivate corporati	ion, duly
organized and existing under the laws of the Republic of the Philippines, with pr	incipal place of	business
and office address at San Juan City and herein	represented	by its
Proprietor/President/General Manager, JESSA PAYTE	of legal age,	
citizen, single/married, resident of San Juan City , hereinafter	referred to	as the
CONTRACTOR, WITNESSET11, That,		

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

Repair/Repainting of Ynarcs School Buildings at Casimiro A. Ynarcs Sr. Mem. National High School, Brgy. Dolores, Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, tecluical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 20 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 Three Handred Three Thousand One Handred Ninety-Four Pesos & 82/100 (P1,303,194.82 __), 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 Seventy-Two (72) calendar days, in accordance with the provisions of the Bid Dobuments, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. No. 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 bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - J. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One MILLION Three Hundred Three Thousand One Hundred Minety-Four Pesos

 & 62/100 (P1,303,194.82), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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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 octormance 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. 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 demages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's 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 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 staraped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

the appropriate court of the city/m. works is/are located.	unicipality of the Province of K	izal where the infra;	structure project	ÓΤ
	, the parties have hereunto signs Antipolo City.	ed this Agreement th	hisday	of
STEEL RIND CONSTRUCTION, TO Entity/Finn/Corporation	KC RIZAL PI	ROVINCIAL GOVE	RNMENT	
By: A.M.	Ву;	B		
JESSA HATTE Proprietor/Manager/President	R	EBECCA A. YNAI Governor	RES	
· /34/	WITNESSES —	9		
LOLITA/B. DE POZMA	AN MA	A. VICTORIA K 1	EJADA	
. / N	OTARIAL ACKNOWLEDGA	ENT		
REPUBLIC OF THE PARAPPINE ANTIPOLOGINA () S BEFORE ME, a Notary Pu	S.S. S.S. Iblic for and in Maria polo City, pe	AE assonably appeared di	e following	
Name/Entity	Valid ID Presented	Date	Place	ſ
HON, RESECCA A. YNARES	Passpon No. P8239381A	August 5, 2028	Manila	ĺ
JESSA PAYTE	TIN NO. 009-268-226			
all known to me and to me known acknowledgment that the same is the present.				
This instrument, consisting written and has been signed by the po	of three (3) pages including this uries hereto in each and every pag			
Repair/Repainting of Ynar- National High School, Brg			es Sr. Mem.	
WITNESS MY HAND AND Antipolo City.	SEAL this HOY 18 200 ANG	ann ne -a	神経系統制 (Repi 3 cangor an & C RCV MOE OF R	ardona IZAJU
Doc No 7			December 34,3 in. Watter No. <u>1</u> AC 131449 o ewaa	
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BP Lifstims Memoor No. 016632 (Rize WCLE Compliance No.VI-0007565 Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020.

MS, JESSA F, PAYTE STEELBEND CONSTRUCTION INC. Sea Juan City

Dear Ms. Payter

The attached Contact Agreement having been approved, notice is hereby given so STEELBEND CONSTRUCTION INC.—that work may proceed on the Repair/Repainting of Yuares Multi-Purpose Covered Court, Concrete Bleacher & Stage at Brgs. Dolores & Brgs. San Juan, Taylay, Rigal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services to:der the terms and conditions of the Asycomont 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 traly yours,

REBECCA ATYNARES

Gavernora:

Lacknowledge receipt of this Notice on .

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Audiorized Signature

Name of the Representative of the Bidder:

DESSIGN PAYER

CONSTRUCTION AGREEMENT ${\cal G}$

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
STEPLEND 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 Sem Juan City, and herein represented by its Proprietor/President/General Manager, JESSA PAYTE, of legal age, Filipino citizen, single/married, resident of Sen Juan City, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 18, \$. 2020 namely:
Repair/Repainting of Ymeres Multi-Purpose Covered Court, Concrete Bleacher & Stage at Brgy. Dolores & Brgy. Sen Juan, 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 20 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 Hundred Sixty Thousand Thirty-Nine Person 6 63/100 (P 760.039.63), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty-Four (64) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 18, c. 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 h. Bid Security
 i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Seven hundred Sixty Thousand Thirty-Nine Pesos 6 63/100 (P 760,039,63), 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 Two Harrised Transport Thomas Eleven

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

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

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

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

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

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agrounest, 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 perfinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR habte 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 sait 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.

fn witness whereof, the	e parties have hereunto signo fipolo City.	d this Agreement th	is day of
STEPLEDIO CONSTRUCTION, INC. Entity/Firm/Corporation	RJZAL PŘ	OVINCIAL GOVE	RNMENT
By:	By;	∱ EBECCA A. YNAF	IFS
Proprietor/Manager/President	N.	Governor&	
LOLITA E. DE GUZMAN NOTA	WITNESSES — MA ARIAL ACKNOWLEDGM	. VICTORIA . T	ejada
RÉPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (S.S. PROJUNIO DE MÉ, a Notary Public	for and Markingolo City, per	sonally appeared the	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
JESSA PAYTE	TUN NO. 009-268-226		
all known to me and to me known to acknowledgment that the same is their fipresent.			

present.	
Thus instrument, consisting of three (3) pages in written and has been signed by the parties hereto in each a	ncluding this page wherein this acknowledgment is nd every page hereof, refers to the Agreement for:
Repair/Repainting of Youres Multi-Purpose Stage at Brgy. Dolores & Brgy. San Juan, WITNESS MY HAND AND SEAL this MOV 1 Antipolo Sign () San Juan Doc No	Teytay, Bizel
Series 20 <u>0 0</u>	igP Littlinte Mointenide (610 m) MOLE Compliance Se VEC (100 Valid unit Applit 1902



OFFICE OF THE GOVERNOR.

NOTICE TO PROCEED

18 November, 2020

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

Dear Mr. Riverso

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES shat work may proceed on the Repair/Repainting of the Provincial Proventor's Office, Brys. Dalores, Taylay, Rival 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 haplementing Schodule.

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

Very truly yours.

REBECCA A. YNARES Grycmor**∛**

Lacknowledge recorpt of this Notice on:

8-20-2000

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

10/20/2020 # 9

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. 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
YARALER CONSTRUCTION AND SUPPLIES , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of Morong, Rizal , heremafter referred to as the CONTRACTOR. WITNESSETII, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 18, 8- 2020 namely:
Repair/Repeinting of the Provincial Prosecutor's Office, Ergy. Dolores, Taytay, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 20 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 Trace Hillion Fifty-One Thousand One Handred Thirty-Six Pesos 6 01/100 (P 3,051,136.01.), 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 Elighty-Ore (81) 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 Avallability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the 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 PESO. Three Million Fifty-One Thousand One thanked Thirty-Six Pesos 8 01/100
(P_3,051,136.01), Philippin
Currency, in consideration of the construction and only upon completion of the infrastructure work
unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the
manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

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

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the superformed 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 Butty 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 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 fail 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.
- US. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

YAKALER CONSTRUCTION AND ST	JPPLIES RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By:	By:	4	
ELYZIN BY RIVERA	9	EBECCA A. YNAF	RES
Proprieton Manager/President		Governog	
•	DTARIAL ACKNOWLEDGE	a. Victoria 9. t Ment	EJ ADA
ANTIPOLORUM RIZAL) S	.Ś.	/ ₂ 42.	
BEFORE ME, a Notary Pu	blic for said in Anapolo City, po	ersonally appeared th	e following
Name/Entity	Valid ID Prescrited	Date	Place
HON REBECCA A. YNARES	Pasaport No. P8239281A	August 5, 2028	Manile
edgin B. Rivera	TIN NO. 428-018-900		

présent

This instrument, consisting of three (3) pages including this pawritten and has been signed by the parties bereto in each and every page h	ige wherein this acknowledgment is ereof, refers to the Agreement for:
Repair/Repainting of the Provincial Prosecutor's Off: Taytay, Rizal	lce, Brgy, Dolores,
	SOTTON LENAMORE LENATION
WITNESS MY HAND AND SEAL thisday of	en en Rival Provincial Capital Capital
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020.

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaled Manila

Dear Mr. Cacho:

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

Construction of Multi-Purpose Provincial DHRM Center at Motorpool Compound, Brgy, Dolores, Taylay, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

Governor 🕁

Lucknowledge receipt of this Notice on:

__ 40 20-2020

Authorized Signature.

Noise of the Representative of the Bidden.

10/20/2020 5 10

CONSTRUCTION AGREEMENT (O

KNOW ALL MEN BY THESE PRESENTS:

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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 Rizat Provincial Capitol. Circumferential Road corner P. Ohveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
ANROL CONSTRUCTION a sole proprietorshin/private corporation, duly
ANROL 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 Pavig City, and herein represented by its Proprietor/President/General Manager, CIARENCE CACHO of legal age, Filipino citizen, single/married, resident of Pasic City, hereinafter referred to as the CONTRACTOR. WITNESSETH, That
WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sanggoniang Panlalawigan Ordinance No. 16, 8, 2020 namely:
Construction of Multi-Purpose Provincial DRRM Center at Motorpool Compound, Srgy. Dolores, Taytay, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 20 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 Pifteen Hillion Nine Sundred Pinety Thousand One Hundred Forty-Four Peros & 86/100 (P 15,990,144.88), 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 Agraement shall be completed within Two Hamilton (250) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a SP Ordinance No. 16, s. 2020
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes h. Bid Security
i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformitythereto
k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implomenting R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Fifteen Million Nine Hardred Ninety Thousand One Hardred Forty-Four Pegos &

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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;
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four MILLION Seven Hundred Minety-Seven Theoretical as a measure of guarantee for the Forty=Three Pesos & 46/100. Philippine Currency, in the form of Performance Book! .. 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;

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

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- 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 stone shall be the sole responsibility of the CONTRACTOR;
- The implementing rules and guidelines regarding adjustment of Contract Price and/or change. order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184. shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them. in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elearance from the Bureau of futernal 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 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.

ANDOL CONSTRUCTION	D/241 D	SOUNDING COURT	DARGINE
Entity/Firm/Corporation	KIZAL PI	ROVINCIAL GOVE	KNIMBNI
CHARPINCE CHICHO	By: R	EBECCA A. YNAR	ŒS
Proprietor/Manager/President		Governoù-	
LOLITAN DE GUZMAN		Comme	FJADA
NOT	ARIAU ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) AND POLICY (TAIL AND POLICY			
BEFORE ME, a Notary Public	: for and in Antipolo City, po	rsonally appeared the	tollowing
Name/Endty	Valid ID Presented	<u> Date</u>	Place
HON REBECCA A. YNARES	Passport No. P8239281A	Augus: 5, 2028	Manila
CLARENCE CACHO	TIN NO. 151-542-125		

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

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

Construction of Multi-Purpose Provincial IRBM Center at Mutorpool Compound, Burgy. Dolores, Taytey, Risal

encey.	DOLOGES,	Taytey, Kissi	
_	WITNESS :	MY IIAND AND SEAL (his	day of MOV 18 2000 A Rest Previous Assertion, CANTUS ACTION OF RESTANDANCE OF RIZAL Unit December 31 NOTARY PUBLICATION MORE THAN 1801 ACTION OF RIZAL PER NOTARY PUBLICATION ACTION ROLL ROLL ACTION
			17 July 2 - 1 of 5 17/40 S

Valid until April 16, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Construction of Building for Philippine National Police, Bureau of Jail Management & Penology and Bureau of Fire Protection at Brgy. Dolores, Taymy, 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

Lacknowledge receipt of this Notice on:

16 20 - 20 20

Authorized Signature:

Name of the Representative of the Bidder. CLARENCE C. CACHO

10/20/2020 # 11

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
ARRES. 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 Pasig City and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of Pasig City between the formal place of the Philippines, with principal place of business and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of Pasig City between the formal place of business and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of Pasig City between the formal place of business and herein represented by its Proprietor/President/General Manager, citizen single/married, resident of Pasig City between the company of the Philippines, with principal place of business and herein represented by its Proprietor/President/General Manager, citizen single/married, resident of Pasig City between the company of the Philippines, with principal place of business and herein represented by its Proprietor/President/General Manager, citizen single/married, resident of Pasig City between the company of the Philippines, with principal place of business and herein represented by its Proprietor/President/General Manager, citizen single/married, resident of the Philippines, with principal place of business and herein represented by its Proprietor/President/General Manager, citizen single/married single-married sing
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoniang Panlalawigan Ordinance No. 21, 2-2019 namely
Construction of Building for Philippine National Folice, Bureau of Jeil Management & Penology and Bureau of Fire Protection at Orgy. Dolores, Taytay, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 20 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 Forty Million Eight Handred Fifty-Seven Thousand Size Bundred Fifty-Four Power E20/100 (P 40, 857, 654, 20), 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 Three Hardred Sirty (360) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, s. 2019
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications c Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained 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 to 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 Forty Million Eight Burdred Fifty-Seven Thousand Six Burdred Fifty-Four Peros & 20/100 (P 40,857,654.20) Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works
unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVENCE, 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 live Million Two Handred Fifty. Seven Thousand Two Handred Ninety-Six Pesos & 26/100 (P 12, 257, 296, 26)

 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 Menual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

ANBOL CONSTRUCTION Entity/Firm/Corporation	RIZAL PI	ROVINCIAL GOVE	RNMENT	
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CYARENCE CACHO	R	REBECCA A, YNARES		
Proprietor/Manager/President		Governor 4		
1921	WITNESSES -	2/		
LOLFFA B. DE GOZM	AN M/	1. VІСТОНІА В. Т	EJADA	
/ _N	OTARIAI, ACKNOWI, EDGN	IENŢ		
REPUBLIC OF THE PHILIPPINE ANYONS GITY):	ES) S.S.			
BRFORE ME, a Notary Po	oblic for and in Antipolo City, pe	rsonally appeared th	e following	
Name/Entity	Valid ID Presented	Date	Place	
HON, REBECCA A. YNARES	Passport No. F8239281A	August 5, 2028	Manila	
CLARENCE CACHO	TIN NO. 151-542-125	•		

Thus 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:

Management & Penclogy	ng for Philippine National Poli	ice, Bur	men of Jeil
	and Bureau of Fire Protection o	et Brgy.	Dologes,
Taytey, Risal	IIAM A	a neen a	Deal

Sories 20 🐅 ,

TEARMAN MESOT	
WITNESS MY HAND AND SEAL this	day of NOV 18 2021 BY RIMANDAY MAN (O)
AMOUND REZAL	MO (ARY POSITIC)
A DESCRIPTION OF THE PROPERTY	for Angeno, Bir augnawi, & Cardena
Doc No. 97	att in the PROVINCE OF RIZAL
Page No 10	Un\$l December \$1 .52 _

NOTARY PUBLISHED MALE No. 10 Rehol Afromays No. 69250 IBP Lifetime Mombor No. 016832 /R 🕬 MCLE Compliance No VI 900788 Val.d unt1.April 16, 2027

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OFFICE OF THE GOVERNOR.

NOTICE TO PROCEED

18 November, 2020.

ENGR. RENATO C. VILLAROMAN CARD BUILDERS Sams, Rizai

Dear Engr. Villarogian;

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

Repair/Repainting of Vitores School Bidg, at Baras Nat'l High School, Brge, San Juan, Haras, Rival offective on the day you received this Notice to Proceed.

Upon receipt of this puties, 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 Rizz!

Very traffy yours.

Governor &

backnowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: RENATO C. VELLAROMAN

CONSTRUCTION AGREEMENT 12.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A, YNARES, herein referred to as the PROVINCE; and
construct and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Baras, Risst and berein represented by its Proprietor/President/General Manager. RENATO VILLARMAN of legal age, Filipino citizen, single/matricd, resident of Baras, Risst 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. RPSB Res. No. 2, 5. 2020 namely:
Repair/Repairting of Ynsres School Building at Barss National High School, Brgy. Sen Juan, Barss, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 20 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 Eight Hardred Sixty-Ohe Thousand Five Handred Trelve Pesos & 17/100 (P 861,512.17), 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 Fifty-Two (52) calendar days, in accordance with the provisions of the Bid Documents, Approved Pians, 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 SPSB_Res No. 2, *. 2020 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule
 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security
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 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;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Hardred Sixty-One Thousand Five Hardred Tvelve fesos 5 17/100 (P 861,512.17), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works
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unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

 Fifty-Three Pesos 5 65/100 (P. 258,453.65...)

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Ropublic 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 Agrocment, without prejudice, however to any murual agreement of the parties hereto to agree in writing to resort to other alternative inudes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/alt of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertunent 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.

Junsdiction 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, do	e parties have hereunto signer tipolo City.	d this Agreement th	us day of
•			
LARD BUILDERS	RIZAL PR	OVINCIAL GOVE	RMMENT
Eatity/Figm/Corporation	_		
ву: (Д)	Ву:	6	
rfinato yatlaroman	RE	BECCA A. YNAB	RES
Proprietor/Manager/President		Governor 🗸	
1	WITNESSES —	9.7	
LOLITA B. DE GUZMAN	MA	. VICTORIA B. T	EJAĐA
NOT	ARIAL ACKNOWLEDGM	ent	
REPUBLIC OF THE PAULIPPINES) ANTIMOCOUSTY (S.S.			
BEFORE ME, a Notary Public	for and in Antipplicate, per	sonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECÇA A. YNARES	Passport No. P8239281A	Aபனுடி 5, 2028	Manila
WANDALIEV OTAKER	TIN NO. 119-041-448		
all known to me and to me known to acknowledgment that the same is their f present.	-	•	
This instrument, consisting of written and has been signed by the partie			
Repeir/Repainting of Yneres S Brgy San Juan, Berse, Rizel	cbool Building et Bara	s National High	School,
- · · · · · · · · · · · · · · · · · · ·		ATTY CARLES	PROBE LIENTOS
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020.

MR, GERALD KENN SJ. BILOG GRB BUILDERS Morning, Rizal

Dear Mr. Biling:

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

Concreting of School Ground at Statingo Elem. School. Brgy. Santiago, Baras, Rigal effective on the day you received this Notice to Proceed

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

Mease 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 traity yours,

REBECCA A. YNARES
Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONSTRUCTION AGREEMENT 1:

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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i. Addenda and Supplemental Bulletins

biddet/s two (2) bidding envelopes

j. Notice of Award of Contract and the Contractor's Conformitythersto

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

g. Bidding Documents including all the documents/statements contained in the winning

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Hundred Sixty Thousand Two Hundred Rinety-Six Pesos & 82/100 (P 760, 296, 82). Philippine Currency, in consideracion 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 scentity of PESOS Two Hundred Twenty-Right Thousand Eighty-Place

 Pesos & 05/100

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the 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 imperformed 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 limity may resoind 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 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 undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agrooment/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 forfeithire 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 enty/municipality of the Province of Rizal where the infrastructure project or works is/are located.

GKB EUILDERS	RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By:	By:	R	
GERALD KERN S.J. BILOG	R	EBECCA A. YNAU	RES
Proprietor/Manager/President		Governor.	
(1)	Witnesses 🗕		
N45		7	
LOLITA/B. DE GUZMA	.N Ma	A. VICTORIA B. T	EJADA
, (NO	TARIAL ACKNOWLEDGE	TENT	
REPUBLIC OF THE PHILIPPINES	6)		
ANTIPOLOGIANI ZAL) S.	S	AL	
BEFORE ME, a Notary Pol	one for and include pole City, pe	rsonally appeared th	e following
Name/Entity	Valid 10 Presented	Date	Place
HÓN, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
GERALD KENN S.J. BILOG	TEN NO. 196-519-323		

This instrument, consisting of three (3) pages written and has been signed by the parties hereto in each		
Concreting of School Ground at Santiago Baras, Rizal	Elemetery	School, Brgy. Sentiago, ATTY AND ADVISOR IS
WITNESS MY HAND AND SEAL this Antipole to Book No	day of	forst Rizel Provincial Control 30006 all in the Food of the Control 30006 Admin to act to the Control 40006 Provincial Provincial Control 40006 Provincial Provincial Control 4000000000000000000000000000000000000



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED.

18 November, 2020.

MR. GERALD KENN SJ. BILOG GKB BULLDERS. 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

> Construction of Covered Pathwalk at Baras Pinugay National High School (Phase 2). Brgy. Pinngay, Raras, 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:

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

CONSTRUCTION AGREEMENT 14

KNOW ALL MEN BY THESE PRESENTS:

This AUREEMENT 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 Morong, Rizal , and herein represented by its Proprietor/President/General Manager, GPEALD KENN S.J. BLOC , of tegal age, Filipinto citizen, single/married, resident of livrong, Rizal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 2, 8. 2020 namely:
Construction of Covered Pathwalk at Baras Pinngey National Migh School (Phase 2), Brgy. Pinngay, 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 20 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 Haxined Seventy-Seven Thomasure Pive Hamised Seventy-One Pesoe & 81/100 (P 777, 571, 81) Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows.
The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely
a. SP Ordinance No. PSB Res. No. 2, 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 budget/s two (2) bidding envelopes
h. Bid Security i. Addends 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 Seven Haxing Seventy-Seven Thousand Five Handred Seventy-One Peecs & 81/100

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

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



- 4. The CONTRACTOR warrants that are has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Handred That ty-Three Thousand Two Handred Seventy-One People & 54/100

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the 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 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 torder 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 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

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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 agroument/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.

	he parties have hereunto signed ntipolo City.	this Agreement thi	is day of
GKB_BUILDERS	RIZAL PRO	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By:	Ву:	6	
GERALD KEEN S.J. BILLIG	RE	BECCA A. YNAR	ES
Proprietor/Manager/President		Governor—	
12	WITNESSES -	5/	
LOLITA É DE QUEMAN	í MA.	VICTORIA B, TI	ZJADA
. (NOT	TARIAL ACKNOWLEDGME		
REPUBLIC OF THE RHILIPPINES) ANTIGONOMY (12)	· 012AL		
BEFORE ME, a Notary Publ	ic for and integration City, pers	onally appeared the	following
Name/Equity	Valid II) Presented	Date	Place
HON RESECCA A. YNARES	Разароп No. PB23928 I.A	August 5, 2028	Manila
GERALD KENN S.J. BILLOG	TIN NO. 196-519-323		
all known to use and to me known o acknowledgment that the same is their present.	o be the same person's who ex- free voluntary act and deed as w	secuted the foregoing that the entiry that	ng instrument and t they respectively
This instrument, consisting of written and has been signed by the part	three (3) pages including this ples bereto in each and every page.		
Construction of Covered Path Brgy. Pinugey, Baras, Rizal	welk at Barzs Pinagay Na	ational High So	chool (Phone 2),
		ACC Trait	er allande n in engan d
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED.

18 November, 2020.

ENGR. RENATO C. VILLAROMAN UARO BUILDERS. Baras, Rizati

Deat Mr. Villaroman:

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

Repair/Repainting of Yuares Multi-Purpose Covered Court at Burus-Pittagay National High School, Sitio Habitat, Brgy, Pinagay, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor 🕏

Lacknowledge receipt of this Notice of:

Authorized Signature:

Name of the Representative of the Balder: RENATE C. VILLAROMAN

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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
Lead Shillders
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. 18, 4, 2020 namely:
Remain/Repainting of Ymares Kultipurpose Covered Court at Baras- Pinugay National High School, Sitio Rabitat, Bray. Pinusay, Baras, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>Setober 20. 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>Biy Bundred Ninety Two Thomsond Nine Rundred Fifty</u> <u>Bight Pages and 42/400</u> (P 692,958,42), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hareto bereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
a. SP Ordinance No. 13. A. 202) 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 latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
Six-Sundred Winety Two-Thousand Wine Hundred Fifty Sight Peace and 42/100. Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

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

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

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- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change 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 of 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 thereou.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 my/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

works is/are located.			
IN WITNESS WHEREOF, th	e parties have hereunto signa Alipolo City.	ed this Agreement th	is day of
L _a rd Builders Entity/Firm/Corporation	RIZAL PI	ROVINCIAL GOVE	RNMENT
By: Resato/Viltaroman	By:	EBECCA A. YNAR	100
Proprietor/Marlages/President	K	Governos	a.
1/7	Witnesses -		
LOLITA DE GUZMAN	MA	4. VIСТОВІД В. ТІ	ŁĴAĐA
NOT REPUBLIC OF THE 2MILIPPINES)	arial acknowledge	ÆNŢ	
A COMPANY OF STATE OF	81 ⁷¹	AL	
BEFORE ME, a Notery Public	e for and in Antipolo City, pe	rsonally appeared the	e following
Name Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028.	Manila
- Reneto Villaromen	TIN - 119-041-448		
all known to me and to me known to acknowledgment that the same is their ; present.			
This instrument, consisting of written and has been aigned by the partic	three (3) pages including the ts hereto in each and every pag	s page wherein this a ge hereof, refers to the	eknowledgment is Agreement for:
Repair/Repainting of hational Righ School, Sitio	Ynares Kultipurpose Co H bitat, Brgy. Finus	overed Court at ay, Baros, Riss)	Sarus-Pinugay
WITNESS MY HAND AND SI	-		Provincial-Capitol
Antippipi GISNO, RIZA. Doc No. ST Page No		a4 in the 4 Una Ad	5 - 100 (100 (100 (100 (100 (100 (100 (10
Scries 20 30		Retto) A 18P Lázenc M WOLE Com	Grand Company (1796) Surbs. No. 0466 (2016) pilonom ka Vinstagasa pilonom ka 2022



OFFICE OF THE GOVERNOR.

NOTICE TO PROCEED

18 November, 2020

MR. DARRYLJEI, L. ROBLES OJE ROBLES BUILDERS Morong, Rizal

Dear Mr. Robles:

The attacked Contract Agreement having been approved, notice is hereby given to D.J.L. ROBLES BUILDERS that work may proceed on the tustallation of Steel Grills for School Building & Repair / Repainting of Ynarcs Multi-Purpose Covered Court at Brgy, San Juan, Barus, Rivat effective on the day you received this Notice to Perceed.

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 reknowledge 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 traly yours,

REBECCA³

Governmes :

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: DARRYL-JEL L. ROBLES

CONSTRUCTION AGREEMENT 16

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 Circumferontial 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 busines and office address at Morroge-Mizel , and herein represented by it Proprietor/President/General Manager. Derryl Jel 1. Moblec , of logal age, Filipine citizen, single/married, resident of Morroge-Mizel , 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 \$\frac{1}{2}\$ \$\frac{1}
Installation of Steel Grille for School duilding & Repair/Repainting of Years Aultipurpose Covered Court et Brgy. San Just, Bares, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Cotober 20, 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 is consideration of the amount of One Million One Sundred Thirty Sight Thousand Four Endred sixty Six Penos and 52/100 (P 1,138,466,52), 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
0% A C 17 178 178 17 A 1884

- s. SP Ordinance No. <u>PPAS Reg.</u> 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 wirning 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 Roles and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the falter 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

 Compared the State of Peson (P. 1.138.466.52), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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 Three Hundred Forty One Thousand Five Sundred Thirty Nine Pesos and 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:
- 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:
- 8.7he provision of Republic Act No. 9184, otherwise known as the Government Promisement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

Without prejudice to administrative 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 partinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or dunages, 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, Ox		d this Agreement th	nis day of
INL Robles Builders Emity/Pirm/Corporation	RIZAIL PE	OVINCIAL GOVE	RNMENT
By: dealer	Ву:	8	
Proprietor/Manager/President	Ri	EBEC'CA A. YNAI Governord	RES
41	Witnesses —	-/	
LOLITA B. DE GUZMAN	МА	. УКТОВЈА В. Т	EIADA
/ NOT	arial acknowledgm	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLOGIOUR RIZAL) S.S.			
BEFORE ME, a Notary Public	மா கூதுர்குறைக் கொண்டு pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manda
Carryl Jel L. Robles	TIX - 275-917-817		
all known to me and to me known to acknowledgment that the same is their fo present.	be the same person's who ree voluntary act and deed as	executed the ferego, well as the entity the	ing instrument and at they respectively
This instrument, consisting of twitten and has been signed by the partie.	hree (3) pages including this shereto in each and every pag	page wherein this : e hereof, refers to the	acknowledgment is Agreement for:
Installation of Steel of Ymares Multipurpose Cover	Grille for School Bui ed Court et Brgy. San	Juan, Bares, &	1901
WITNESS MY HAND AND SE	AL thisday of	AL Rithi	MADIE L. SENTO:
AMIRNOSINO, RIZAL		all a lba (2)	กลุกของกล. นี้ นั้นเกิดตร ของกลุ่น : OS & ZAI ประกาณชา31 ,2221
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		Me like	nti April 19, 2077



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

18 November, 2030.

MR. KHRISTIAN S.E. SAN JOSE KRSI CONSTRUCTION AND GENERAL SERVICES. Teresa, Rizali

Dear Mr. San Jose.

The attriched Contract Agreement having been approved, notice is hereby given to that work may proceed on the KRSJ CONSTRUCTION AND GENERAL SERVICES Improvement of Yuares Multi-Parpose Covered Court & Yuaves Stage at Suntiago Etem. School, Brgy. Nantiago, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

11- 20- 2020

Very truly yours,

REBECCA AS

Governor &

Lacknowledge receipt of this Notice on:

Author, zed Signature:

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

10/20/2020 # 17

CONSTRUCTION AGREEMENT 17

KNOW ALL MEN BY TRESE PRESENTS:

This AGREEMENT mode and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Teresa, 8128] and herein represented by its Proprietor/President/General Manager, Khriotian 12, 33n Jose of tegal age, Filipino citizen, single/married, resident of Teresa, Rizal hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Saugguniang Panlalawigan Ordinance No. 18, 5, 2020 namely
Improvement of Ymares Multipurpose Covered Court & Theres Stage at Santiago Diem. School, Brgy. Santiago, Bares, 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 October 20, 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 Sixty Six Thousand Twenty One Peans and Ob/100 (P. 765,021.94), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shell be completed within <u>Fifty Two</u> (<u>52</u>) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated 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 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
 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
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;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE:
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

IN WITHERS WHEREOF, the parties have hereunto signed this Agreement this day of

KRGJ Const. & General Ser	Tices RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Forgeration			
v:	By:	\land	
Khristian SE. San Jose	R	EBECCA A. YNAY	ŒS
Proprietor/Manager/President		Governor 🏖	
	WITNESSES -		
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1. 475		9/	
LOLITA B. DE GÚZMA	N M	4. VIСТОВІЗ ІІ. Т	FJADA
/ (NO	TARIAL ACKNOWLEDGS	4ENT	
EPUBLIC OF THE PHILIPPINES	n		
NTIPOLO CITY)S.	-		
ANGONO RIZAL			
BEFORE ME, a Notary Pub	olic for and in Antipolo City, pe	rsonally appeared th	e following
Nume/Entity	Valid ID Presented	Date	Place
ON, REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manifa
hhristian SE, San Jose	TIN - 223-955-263		
I known to me and to me known	to be the same person's who it free voluntary act and deed as	executed the foregoi	ing instrume

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

Improvement	of Theres	Multipurposs	Covered Court 8	. Imares Stage of
Sentingo Si	em. School,	Brgy. Santi	ago, Karam, Nizs	Ţ.
•	•		- •	

Sentings M	🖦 School, Ergy. Sa	itiaco, maran, misat	
WITNESS MY HA	IND AND SEAL this	day of NOV 18 2020	MANAGE CONTRACTOR
ANGORO: RIVERL		la.	MOTABY POR IK. Angana, Elhanyanan & Carpona
Doe No. // Page No. //			ff in the PPOVAGE OF RIZAL Undir Occambo: 31, 424
Book No. Z Series 20 7 0 .		NOTA	RY PUBLIC MENT Vo. LEWY PIR NO. LEWYRIZE

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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

18 November, 2020

MR. JAMES G. NORA J.G. NORA BUILDERS Morong, Rizai

Dear Mr. Noie.

The attracted Contract Agreement having been approved, notice is hereby given to LG. NORA BUILDERS——that work may proceed on the

Construction of Covered Pathwalk at Samingo Elem. School, Brgs. Santiago, Baras, Ilical 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 Rezal.

Very truly yours.

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

11-20-2000

Authorized Signature:

Name of the Representative of the Bidden JAMES G. NORA

10/20/2020 # 18

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The rest of the same and control and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized a existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capit 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
J. J. J. Properties and existing under the laws of the Republic of the Philippines, with principal place of businessed and existing under the laws of the Republic of the Philippines, with principal place of businessed office address at <u>Morone, Right</u> , and berein represented by Proprietor/President/General Manager, <u>James to Lora</u> , of legal age, Filippines, single/married, resident of <u>Morone</u> , <u>Simple</u> , bereinafter referred to as to CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sanggoniang Paulalawigan Ordinance No. Res. 2, 8, 7020 numely: Conservencion of Covered Cathwolk of Continue School, Brey.
Conferences of Covered Fathwolk of Pratingo Clem. School, Brgy. Contingo, Coras, 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 20, 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>Cue Million Five Bungred Fifty Sight Thousand Three forthers Frighty Seven Feson and 83/100</u> (P 1.558, 337.5x). Philippine Currency.

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

- - a. SP Ordinance No. RPSS Ree, 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 bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R. A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to some 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 Kundred Sixty Seven Thousand Five Fundred One Feson and 35/100 (P 457,501.35)

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

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

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



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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the perfinent 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.

##** Hora Pailders Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOVERS	MENT
Ву:	By:	8	
Perses O. Norm	R	EBECCA A. YNARE	s
Proprietor/Manager/President		Governoe	_
	WITNESSES -		
LOLITA W DE GOZMAN	м.	A. VICTORÍA H. TEJ	ADA
/ мот	arial acknowledge	MENT	
REPOBLIC OF THE PHILIPPINES) ANTINGEODERY (\$1.5.	۸۹.۲۰۰۰ -		
BEFORE ME, a Notary Public	tor and No or oppose City, po	ersonally appeared the f	gniwollo
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281/A	-August 5, 2028	Manila
James G. Nore	TIN - 110-111-548		

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 h	ereof, refers to the Agreement for:
Construction of Covered Pathwalk at Continge ~] Contingo, Baram, Rigal	
WITNESS MY HAND AND SEAL this HOV 18 TOUR day of	AT Provided Provided Cipital Cipital Provided Cipital Cipita
Page No	NOTARY PUBLIC OF THE PROPERTY
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2030

MR. LAURO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Banangonan, Rizali

Dear Mr. Ubiadas:

The attacked Contract Agreement having been approved, notice is hereby given to KIT URIADAS CONSTRUCTION CORP. that work may proceed on the Repair/Repainting of 2-storey, 6-rooms Yuares School Bullding at Bernardo F. San Juan National High School, Brgg. San Roque, Cardona, Rizal effective on the day you received this ivotice 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.

Vary frely yours

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

B. B.a.

Authorized Signature:

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

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, duty 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
Rit Ubiadae Construction Corp. organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangean, Rigal, and herein represented by its Proprietor/President/General Manager, Laure & Philippine, of legal age, Filipine citizen, single/married, resident of Binangenan, Rigal 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. 38:38 Res. 2, s. 2020 namely:
Repair/Repainting of 2 storey, 6 rooms Theres School Duilding at Bernardo F. San Juan National High School, Brgy. San Roque, Cordona, kimil
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 20. 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 Six Bandrad Ninety Tree Thousand Con Bandrad Sixty Seven Peace and 15/100 (P. 692.167.25), 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 herewith and incorporated herein by way of reference, namely:
a SP Ordinance No. RE'SB Race 2, c. 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule
f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
 i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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

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 Two thindred seven Thousand Six Hundred sifty

 Fence at 15/100 (p. 207,650-15)

 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 Ali Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8 The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

Jamsdiction 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 WITEREOF, the parties have hereunto signed this Agreement this ______ day of NOV 18 2020 at Autipolo City. RIZAL PROVINCIAL GOVERNMENT <u> Kit Ubjades Construction De</u> Entity/Firm/Corporation By: Ву: Laure H. Feindes Proprietor/Manager/President Governorà** WITNESSES MA. VICTORIA & TEJADA 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: Date Place HON REBECCA A. YNARES Passport No. P8239284A August 5, 2028 Manila __mm __ 008-440-689 - Laure H. Ubiades all known to and no 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

présent.

This instrument, consisting of three (3) pages if written and has been signed by the parties hereto in each a	ncluding this page wherein this acknowledgment is and every page hereof, refers to the Agreement for:
Repair/Repainting of 2 storey, 6 r F. San Juan National High School, Brgy.	ooms Ynarws School Building at Sermardo San Rooms, Cardons, Risel
WTENESS MY HAND AND SEAL this	day of NOV 18 2020 Pt Right Propries Caption Caption
ANGONO KIZAL	MOTARY DUSING for Angonol Strengton t & Ca down
Doc No. 34	alkin the PROVINCE OF RIZES Until Decrease 39. 提 提
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	"BF Lifetims Member No. 016630, 905

MGLE Compliance MoAG-8007851 Velid until Aboil 18, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

18 November, 2020.

MR, GERALD KENN SJ. BILOG. GKB BUILDERS Morone, Rizel-

Dear Mr. Billog:

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

Repair/Repainting of 2-storey, 4-rooms Ynares School Building at Bernardo F, San Juan National High School, Brgg. San Roque, Candona, Rizal effective on the day you received this Notice to Proceed.

Open 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 setura the other to the Provincial Government of Rizal

Very looky yours,

REBECCA A. YNARES Governor 6

) acknowledge receipt of this Notice on

1:-26:2420

Authorized Signature:

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

10/20/3020 # 20

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT inside 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
C-b Huilders 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>Horong, Rizal</u> , and herein represented by its Proprieton President/General Manager, Gereld Kenn of Bilog of legal age, Filipino citizen, single/nuarriod, resident of <u>Horong, Rizal</u> , bereinafter referred to as the CONTRACTOR, WITNESSETH, That
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Punlalawigan Ordinance No. 13P3B Res 2, a. 2020 namely:
Revair/Repainting of 2 storcy, 4 rooms Yeares School duilding at Bernardo S. San Juan Mational High School, Brgy, San Maque, Cordona, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive fill in a public bidding held last October 20, 2020, has accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven Rundred Forty Three Thousand One Hundred Seventy Feson and 68/100 (P. 743, 170, 66), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
I. The whole works subject matter of this Agreement shall be completed within <u>Forty</u> (<u>40</u>) calendar days, in accordance with the provisionsof the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated bearin by way of reference, namely:
a. SP Ordinance No. RPSB Res. 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
bidder/s two (2) bidding envelopes
h. Bid Security

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

k, Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Roles and Regulations implemening 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 povenants to pay the CONTRACTOR the amount of PESOS . Seven Sundred Forty. Three Thousend One Sundred tower Seams and 66/100 (P 263 220.66), Philippine (P 7h3 220, 66), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the 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 Entity may rescand or terminate the contract, without prejudice to other courses of action and temedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and sufety, 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 Ropublic 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

B

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 attenuative 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.

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Gerald America. Bilog	R	EBECCA A. YNAF	RES
Proprietor/Manager/President		Governor *	
/2/	WITNESSES	2.4	
LOLITA/K DE GUZMAN	M/	s. victori∡ <mark>e</mark> s ti	EJADA
NOT/	RIAL ACKNOWŁEDGĄ	IENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. NGONO, R. ZAL			
BEFORE ME, a Notery Public	for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REDECCA A. YNARES	Passport No. P823928JA	Apgust 5, 2028	Manila
cerald Menn SJ. Bileg	2IN - 196-519-323		

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties bereto in each and every page heroof, refers to the Agreement for		
Repair/Repainting of 2 storey, 4 F. San Juan National Righ School, Brgy	roome Ynares School Building at Hermurde . San Roque, Cardons, Risel	
WITNESS MY HAND AND SEAL this ACCIDENCE REZAL DOC NO/ Pege No// Book No Suries 20_76	day of ATTO RANGE CAPITO STATE OF ACTION AND ACTION AND ACTION AND ACTION ACT	



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

18 November, 2020.

MR. LAERO M. UBIADAS KIT USIADAS CONSTRUCTION CORP Binasgonan, Rizal

Dear Mr. Uhindasi.

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Rehabilitation of Water System, Brgo. Paghalinawan, Jalajula, Rizal effective on the day you received this Notice to Proceed.

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

Piease 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 Covernment of Rizal.

Very truly yours.

Governor &

Lacksowledge receipt of this Notice on.

Authorizad Signature:

Name of the Representative of the Bieder. LAURO M. UBIADAS

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, duty 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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sungguniang Panlalawigan Ordinance No. __18 & 2026 _________namely:

Rehabilitation of Sater System, Brgy. Laguelinewan, Jalajala, Rucal

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 october 20, 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 in consideration of the amount of the killion Four Eundred highty Five Thousand Configuration of the Fixty Five Peace and 73/100 (P. 1.485.155.73), 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 __i_nty_idght __ (58) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 18, 4, 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications.
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - 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 Cae Sillion Four Hundred Lighty Five Thousand the Sundred Sixty Five Face and 73/400 (P 1, 485, 155,73 ...). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Forty Five Thorsand Five Hundred Forty Nine Feace and 72/100 (P 445,549,72)

 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 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, atherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, atherwise 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 wa:

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

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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the partinent 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 layor 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 signated City.	ed this Agreement th	uisday of
Mit Thiodas Construction Corp Entity/Firm/Corporation	P• RIZAL PI	ROVINCIAL GOVE	RNMENT
Dy: Leuro M. Ubi adea Proprietor/Manager/President	i∃y: R	EBECCA A. YNAF Governotz	RES
J. 194	WITNESSES -	8	
Louita 🖟 de Güzman	MA	A. VICTORIA D. T.	EJADA
, NOTA	RIAU ACKNOWLEDGN	MENT	
REPUBLIC OF THE PHILIPPINES)			
ANTIPOLO CITY) S.S.			
ANGONO, RTZAI. BEFORE ME, a Notary Public :	for and in Antipoto City, pe	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8230281A	August 5, 2028	Manile
Loure H. Deladas	TER 008-410-689		
all known to me and to me known to backnowledgment that the same is their from overent.			

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

written and has been signed by the parties hereto in each	and every page hereof, refers to the Agreement for
Rehabilitation of Jater System, E	Srgy, Pegkalinavan, Jelejala, Sizel
WITNESS MY HAND AND SEAL this ANGORO. 12 At Doc No. 92 Page No. 10 - Book No. 2 Series 20 20.	day of NOV 18 2028 T WARRANGE CARRON TOS NOTARY PUBLIC for Angene, Signaporar & Carcore all in the PROVINCE OF RIZAL Unit December 31. NOTARY PLANTON RIZAL Ros of Aucrobys No. 69256 19P Lifetime Member No. 016532 In 28 MCLE Cemplance No. V-0607883 Valid until April 16, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020.

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

Dear Mr. Soriano.

The attrached Contract Agreement having been approved, notice is hereby given to S.B. SORLANO CONSTRUCTION that work may proceed on the Remain/Repainting of Yuares School Buildings at Brgg. San Pedro & Brgg. San Jaim, Marong, 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 haplementing 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:

Anthorized Signature

Name of the Representative of the Bidder SIDNEY B. SORIANO

10/20/2020 9 22

CONSTRUCTION AGREEMENT 22

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized a existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON, REBECCA A, VNARES, herein referred to as the PROVINCE; and	юl.
J.B. CHARO SERVENCEFON , a sole proprietorship/private corporation, debrganized and existing under the laws of the Republic of the Philippines, with principal place of busing under the laws of the Republic of the Philippines, with principal place of busing of the Address at <u>Horong Rival</u> , and herein represented by Proprietor/President/General Manager, <u>Eldney Coriano</u> , of legal age, Filippines, single/married, resident of <u>Morong Rival</u> , hereinafter referred to as GONTRACTOR, WITNESSETH, That,	its
WHEREAS, the PROVINCE declares that certain inflastructure works should be constructed oursuant of the Sangguniang Panlalawigan Ordinance No. 3028 805. 2. 0. 2020 namely:	l in
Repair/Repainting of Ymeres School Suildings at Brgy. San Pedro & Brgy San Juan, Korong, Rical	*
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competed to undertake the above said infrastructure works, has been declared as the Lowest Calculated Respons Bid in a public bidding held last Cotober 20, 2020, has accepted and binds itself to underto 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 specification consideration of the amount of One Million Nine Handred Forty Six Thomsand Four Fundred Minety Peace and 15/100 (P. 1,346,490,45), Philippine Currence NOW, THEREFORE, for and in consideration of the foregoing premises, the parties her	eive eke the n in
hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed with the provisions of the I 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	

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

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

- Che Hilliam Him standard Forty in Thousand Four Amdred Nicoty Pesos and
- 15/100

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

- 4. The CONTRACTOR warrants that he has not given 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 Five Eundred Fighty hree Thousand Wine Bundred Forty Seven Feede and 05/100 (P 583,947.05)

 Philippine Currency, in the form of Ferformance 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 Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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;
- 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 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 arburnors under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR 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 baseful 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.

Entity/Firm Construction	RIZAL P	ROVINCIAL GOVE	RNMENT
Ву	Ву:	3	
Proprietor/Manager/President	R	EBECCA A. YNAS Governor >	RES
J.J.	WITNESSES -	_/	
LOLITA B. DE GUZMAN	Ma	A. VICTORIA B. T.	EJADA
NOT	ARIAL ACKNOWLEDGY	MENT	
EPUBLIC OF THE PHILIPPINES) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Pigee
ION, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Sidney Soriane	TIN - 233-687-269		

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

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

Repair/Repairting of Inares Scho San Jum, Morong, Risal	ool Smildinge at Brgy, Sen Pedro & Brgy
WITHESS MY HAND AND SEAL this ANOTHER, FEIZAL Doc No	day of NOV 18 2020 it Rizing MARIE L. SAN FOLD of Angono, Briengerau & Cardons ell in the PROVINCE OF RIZAL Until December 31. Adm. Metter No. 1.200 NOTARY PUBLICO 17000 Rizal Roll of Allomoys No. 89250 app Lifetime Member No. 16632 /Riz MOLE Compilanto No.Vi-0307885 Valid upil Apr 116 2028



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020.

MR. MEYNARD C. KO 1C4M BUILDERS INC. Antipole City

Dear Mr. Ko:

The attached Contract Agreement having been approved, notice is hereby given to ICMI BUILDERS INC. that work may proceed on the Construction of Yunres Suge & Flagpole at Lagundi Elem. School, Brgs. Lagundi. Marong. 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 haplementing Schedule.

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

Very truly yours.

TERRECCA A. YNARES Government

1 seknowledge receipt of this Notice on: 10.20-2000

Authorized Signature:

Name of the Regresentative of the Bidder - MEYNARD C. KO

CONSTRUCTION AGREEMENT 23

KNOW ALL MEN BY THESE PRESENTS:

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

	This ACIREMEN 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
	" " " " " " " " " " " " " " " " " " "
	acte: Sarildage, Too
	organized and existing under the laws of the Republic of the Philippines, with principal place of business
	and office address at <u>antipolo City</u> , and berein represented by its
	Proprietor/President/General Manager, Maynard C. So of legal age, Filipino
	citizen, single/marned, resident of Antipolo City , hereinafter referred to as the
	CONTRACTOR. WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
	pursuant of the Sangguniang Panlalawigan Ordinance No\$\tilde{\pi} \tilde{\pi} \p
	Construction of Yndres Stage 1 Magpale at Lagundi Bles. School,
	Brgy. Logundi, Morong, Risel
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, teclinical competence
	to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
	Bid in a public bidding held lastCetober 20, 2020, has accepted and binds itself to undertake
	the construction and completion of the above said infrastructure works strictly in accordance with the
	following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Cne Killian Forty Ceven Thousand Forty Feeds and
	65/100 (P 1.047.040.65), Philippine Currency.
	NAME THEREFORE Served is serviced as the Serverice assessment to be a
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	necesy agree as tonows:
	1. The whole works subject matter of this Agreement shall be completed within
01	Eeventy Two (72) calendar days, in accordance with the provisions of the Bid
Q()	Documents, Approved Pians, Program of Works and Specifications and supporting/related documents
-	which are integrated herewith and incorporated berein by way of reference, namely:
	which are the graced here with and incorporated detect by way or recetence, namely.
1. 1	a SP Ordinance No RPSB Res. 2, s. 2020
(\mathbb{Z}_{\perp})	b. Certificate of Availability of Funds
<i>"</i> • [)	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. Hid Security
	i. Addenda and Supplemental Bulletins
1 1	j. Notice of Award of Contract and the Contractor's Conformitythereto
1	 Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
- ∦	Rules and Regulations implementing R.A. No. 9184
AN.	
W.	2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
1	latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
Ħ	this Agreement in conformity with the province of the Contract;
ę.	 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
	Cae Million forty Seven Thousand Corty Secos and 65/190
	(P 1.07, Cas 3), 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 pusted the required performance security of PESOS Three Sundred Fourteen Thousand Cas Randred

 Tvelve Fesos and 20/100 (P. 344-112-20)

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

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

Without 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. 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.

Reynard C., Ko	TIN - 009-838-755		
ION, REBECCA A. YNARES	Passport No. P8239221A	August 5, 2028	Minnila
Name/Entity	Valid ID Presented	Date	Place
BEFORE ME, a Notary Po	iblic for and in Antipolo City, pe	rsonally appeared the	e following
NTPOLOCITY NYGONO, RIZAL	S.S.		
EPUBLIC OF THE PHULIPPINE	•		
- N	OTARIAL ACKNOWLEDGE	TENT	
/		سب	
LOLITAIR DE CUZM	AN M	A. VICTORZA B. T	RIADA
Te /	WITNESSES -		
,		00721111/4	
Negatird C. Es Proprietor/Manager/President	R	EBECCA A. YNAF Governor	ŒS
Managed A. Ta	-	σ	
	£v:	η	
Entity/Firm/Corporation		WYENCIAL GOVE	A TANALA SA
704% Builders, Inc.		ROVENCIAL GOVE	RNMENT
	ANGONO RIZAL		
	Aptipolo City. ANGUNO, RIZA!		

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

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

Construction of Ymares Stage & Flagpole at Lagundi Elem. School. Brgy. Legundi, Marcong. Rival

Series 20 <u>%</u>.

STELL THEMSON'S UNIVERSITY	-1
WITNESS MY HAND AND SEAL OF	isday of MOV 18 2004TTM RESIDENT Capital
Antipole City. ANGONO, RIZA	NOTATION OF STATE for Angono, Sinangorian & Carcoss alt in the PROMINGE OF SIZA:
Page No. 12	Unii i (3agayraga 67, 201 .)
Book No. 7	NOTARY PUBLIC (TOWN RIGH)

Roll of Attention No. 59200 SP Lifetime Monther No. 016032 (Rep.) MCLE Compliance No.VT-0007861 Vericiant[®] And 16, 2021



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020

MR. GERALD KENN SJ. BILOG GKB BUILDERS Moroug, Rizat

Dear Mr. Billog.

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

Construction of Covered Pathwalk at Roman Tantiangeo Memorial Elementary School, Brgy. San Juan, Morang, 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 recespt 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 Rizai

Very findy yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on: 15-26-2420

Authorized Signature.

Authorized Nignature.
Name of the Representative of the Biddo:: GERALD BENN SJ. BILOG

 $16/20/2020 \neq 24$

CONSTRUCTION AGREEMENT 24

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road country 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
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. 3853 863. 2. 6. 2020 namely:
Construction of Covered Bathwalk at Boson Eastiongeo Men. Blem. School, Brgy. Sen Juan, Horong, Pizal
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 20, 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works suicily 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 Che Million Two Hundred Eighty Kine Thousand Nine Innered Cighty Seven Fesce and 27/100 (P. 1,289,57,27). Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereforeby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within inty (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
 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 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 - the Million Two Numbered Highly Nine Thousand Hime Hundred Highly Seven Pesos - The Million Two Numbered Highly Nine Thousand Hime Hundred Highly Seven Pesos

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

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

(P 1.289.987.27), Philippine

- 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 ighty Six Thomsand Nine Bundred Sixtery Six 1 secon and 18/100 Philippine Currency, in the form of Performance Fond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in secondance 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 decation 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 Menual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the partinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR tiable for civil tiability or damages, which may either consist of tiquidated 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/are located.

GFB Builders Entity/Fine/Corporation	RIZAL PR	ROVINCIAL GOVE	RNMENT
Зу:	By:	6	
Proprietor/Manager/President	R!	Governor C	RES
LOLITA B. DE GUZMAN	WITNESSES → MA ARIAL ACKNOWLEDGM	L VICTORIA B. T	E3ADA
REPUBLIC OF THE PHILIPPINES) NTIPOLOCUTY NGONO, RIZAL			
BEFORE ME, a Notary Public	for and in Antipolo City, per	rsonally appeared th	e following
NameEntity	Valid ID Presented	Date	Place
ION REBECCA A YNARES Gereld Kenn SJ Bileg	Passport No. PB239281A TIN = 196-919-323	August 5, 2028	Manila.

written and has been signed by the parties bereto in each	and every page hereof, refers to the Agreement for:
Construction of Covered Pathwalk Ergy, San Juan, Horong, Risal	ot Roman Tantiongeo Rem. Blem. School
WITNESS MY HAND AND SEAL this	day of HOV 18 2020 an Rizar Recognisian Cambridge Space Tage
ANGONO RIZAL	NOTARY PUBLIC for Angone Bott Nation & Carden
Page No. 11 Book No. 2	all in the PROVINCIA OF RIZAL Unit December 3: 24 NOTARY PUBLISHED IN THE NO. 14-67
Series 20 5.	NOTARY PUBLISHED IN THE NO. ILCOV

BP Lifetime member No. 016502 (Pres MCI E Compilando No.V40057031. Valid enclándo A6 2072



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020.

MR, SIDNEY B. SORJANO S.B. SORIANO CONSTRUCTION Motong, Rizal.

Dear Mr. Sorianot.

The attached Contract Agreement having been approved, notice is hereby given to S.H. SORIANO CONSTRUCTION that work may proceed on the Requir/Repainting of Youres School Buildings at Montalban Heights National High School, Brgy, San Jose, Radriguez, Rizal officetive 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 seknowledge receipt of this Notice op--

Authorized Signature:

Name of the Representative of the Bidder SIDNEY B. SORIANO

10/20/2020 # 25

CONSTRUCTION AGREEMENT 25

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

		a sole proprietors		
ŧ	rganized and existing under the laws of the Reput	dic of the Philippines, wi	th principal place of t	ousiness
4	nd office address at <u>Korone, Rigal</u>	, and be	rein represented i	by its
l	roprictor/President/General Manager, <u>bicary</u>	Geriano	, of legal age,	Filipino
¢	tizen, single/married, resident of Moron:	Pigel herein	after referred to	as the
1	ONTRACTOR, WITNESSETII, That,		•	
	F .			

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. __PTSS_944. 2. 3. 2020 _____ namely:

Note in/Septiming of Ymares ichool Buildings at Contabus Heights Pational light School, Brgy. Sun Jose, Medriques, Missl

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>Sixty</u> (<u>60</u>) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. RPSB Hes. 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 bidder/s two (2) bidding envelopes
 - h. Bid Scourity
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Covered to the Province Rundred Ten Thousand Line Pundred Seventy Light. Tesos and 50/100

 (P 7:10.928.50). 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;

Philippine Currency, in the form of Ferformance 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;

- 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 hquidated 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 remodies 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 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 insplementation of this Agroement 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

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.

Entity/Prin/Corporation	RIZAL P	ROVINCIAL GOVE 1	RNMENT
By:	Ву:	4	
Proprietor/Manager/President	R	ESECCA A. YNAR Governor X	ŒS
J& [WITNESSES -	~/	
LOLITA'B. DE GUZMAN	M	А. VIСТОВІ́Д В. ТІ	ETADA
/ NOT	ARIAL ACKNOWLEDGY	1enț	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ANGONO, RIZAL			
BEFORE ME, a Notary Public	for and in Antipolo City, pe	rsonally appeared the	e following
Name/Entity	Valid ID Presented	Date	Pjace
HON, REBECCA A, YNARES	Passport No. P8239281.A	August 5, 2028	Manilu
"Idney "origan	22N - 233-687-269		

prosent	
This instrument, consisting of three (3) page written and has been signed by the parties hereto in each	including this page wherein this acknowledgment is in and every page hereof, refers to the Agreement for:
Repair/Repainting of Teares School, Sigh School, Brgy. San Jose, Redrigues,	ol Buildings at Montelban Beights Nat'l. Risal
WITNESS MY HAND AND SEAL this ANGERO RIZA; Doe No. 43 Page No. 10 Book No. 2 Series 20, 20	day of NOV 18 2020, SERVED Provinced Protol, SING COE NOTARY PUBLIC for Angene, 6 stange; at, 3. Cardena, at, in the PROVINCE OF RIZAL Until Depember 3: 204 NOTARY PUBLICIPAL Mister No. 1769 PTR AC 1766 Rizal Roll of Atter tays No. 69250 BP Lifetime Member No. 018632 (Protoche Compliance No.VI-000788).

Malid omit Aprel 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020.

MS. MA. VICTORIA H. SAGUN DIAMOND BLESSED CONSTRUCTION Rodrigotz, Rizal

Dear Ms. Sagun.

The attached Commot Agreement having been approved, notice is hereby given to DIAMOND REESSED CONSTRUCTION—that work may proceed on the Improvement/Repain/Repaining of Traces School Building at Cologia de Montalban, Brgg. San Jose, Radriguez, Rigal effective on the day you received this Notice to Proceed.

Opms 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 speed provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBUCCA A, VNARES

Governor &

Lacknowledge receipt of this Notice on:

Anthorized Signature:

Name of the Representative of the Bidder

MA. VÌC [ÜBA E. SAGUN

T0/00/2020 A 26

CONSTRUCTION AGREEMENT 3/10

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Diagond Blemed 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>Podrigues, Right</u>, and herein represented by its Proprietor/President/General Manager, <u>No. Victoria H. Legin</u>, of legal age, Filipino citizen, single/married, resident of **Rodrigues**, Right, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. __18__5__2020 ___________numely:

Improvement/Repair/Repainting of Youres School Building at Colegio de School Brigg. Sem Jose, Modriguez, 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 Catober 20. 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 Catober 1911 in Seven Bundred Forty Seven Thousand Nine Tendard Pointy Seven Person and 25/400 (P. 1771) 737.25), 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>Sighty</u> (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
 - a. SP Ordinance No. 18 ... 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 bidden/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 Rogulations implomenting 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 the Lillion beven flundred. Forty fever financeed hing flundred flurty fever flundred flurty fever flundred flurty fever flundred flurty fever fluid flui

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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. Five Sundred Twenty Four Thousand Three fundred Elgity One Peton and 10/100 (P 524,381.18)

 Philippine Currency, in the form of Performance Soud as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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 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 Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's 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 noceptance 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 there 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 daily 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 anyfull 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 herounto signa ipolo City.	ed this Agreement th	isday of
<u>Diamond Blessed Construct</u> Entry/Firm/Corporation	ion RIZAL PI	ROVINCIAL GOVE	RNMENT
Proprietor/Manager/President	By:	EBECCA YNAF	RES
· /4/	WITNESSES -	_	
LOLITA B. DE GUZMAN NOTA	M/ RIAU ACKNOWLEDGM		EJADA
REPUBLIC OF A MEPHILIPPINES) ANTIPODE ETTY).S.S. BEFORE ME, a Noisry Public	For and in AmiGNC City, no	on the state of th	e following
Naunt/Entity	Valid ID Presented	Date	Place
HON, REHECCA A. YNARES	Passport No. F8239291A	August 5, 2028	Manilo
ine Victoria H. Sague	TIN - 193-083-27 0	_	
all known to me and to me known to acknowledgment that the same is their fi			

d present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

written and has been signed by the parties bereto in each and every page here	of, refers to the Agreement for:
Improvement/Repair/Repainting of Ynares School B Montalben, Ergy. Sen Jose, Rodriguez, Rizal	000000000000000000000000000000000000000
WITNESS MY HAND AND SEAL this HOV 18 2021y ANGONO Antipolo City.	Adm. Mollar No. L. Carro
Page No. 2 Sonies 20 29	PTR NO 12364 Right NOTA 2016 Afternoys No 59250 ISP Litering Workpar No 016032 8678 MCLE Compliance No.40-009/980 Valid until April 16, 7022



OFFICE OF THE GOVERNOR.

NOTICE TO PROCEED

18 November, 2020.

MR. CARLOS S. GERONIMO CSGER CONSTRUCTION CORPORATION Redriguez, Riza:

Dear Mr. Geronimo:

The attacked Contract Agraement having been approved, notice is beschy given to CSGER CONSTRUCTION CORP. that work may proceed on the Construction of 2-storey, 6-rooms Yuares School Bullilling at Manggahan National High School, Brgy. Manggahan, Radrigues, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor 🕭

Lacknowledge receipt of this Notice on:

J: 26-7404

Authorized Signature:

Name of the Representative of the Bidder:

10/20/2020 # 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 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, between referred to as the PROVINCE; and

CSGN CONTROCTION CITE ON AIC:

, 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 Rodrigues, Rizal and berein represented by its Proprietor/President/General Manager, Carlos Gerenimo of legal age, Filipino cutizen, single/married, resident of Rodrigues, Rizal hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlahawigan Ordinance No. 26-38 8 2020 namely:

Commetraction of 2 storey, 6 rooms Ynames School Suilding at Hangpahan National Sigh School, Brgy. Kanggahan, Sodriguez, 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 Cotober 20, 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 in consideration of the amount of Ten Hillion Eight Sandred Seventy the Thousand Two Hundred Sixty Four Pesce and 16/100 (P 10,871,254,16), Philippine Currency.

NOW, THEREFORE, for end 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 <u>Two Sundred Axteen</u> (<u>216</u>) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - 8. SP Ordinanco No. RPSB 2, c. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Ten 1811 ion Light Handred Seventy (see Thomsand Two Lineared Lighty 1008 18105

 and 16/100 (P 10.873.6(4.16.)). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

D

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Nillion Two Hundred Sixty (no Thousand Three Hundred Seventy Nine People and 25/100 (P 3,261,379,25)

 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 tesponsibilities in case of "Structural 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 waintaged by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement,

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

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

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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR 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.

	Antipolo City.		
Coger Construction Corp.	RIZAL Pi	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
Br: GARZ:	By:	б	
Certos perenimo	R	EBECCA A. YNA	RES
Proprietor/Manager/President	•	Governor 4	
134	WITNESSES -	9/	
LOLITA B. DE GUZM	AN MA	A, VICTORIA B, T	EJADA
` '	OȚARIAL ACKNOWLEDGA	TENT	
REPUBLIC OF THE PHILIPPINT A ATTEORIO CTO ((S) (S.S.		
BEFORE ME, a Notary Po	iblic for and in Arms and City, be	AL Fronally appeared th	e following
Name/Entity	Valid II) Presented	Pate	Place
HON, REBECÇA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
-	TIN - 130-861096		

present.	,	,
This instrument, consisting of three (3) written and has been signed by the parties hereto in		
Construction of 2 storey, 6 r	ocas Indres Lobe suggeden, Sodrig	ol Building at Managedian cos, Rizal ATTY CAMPAGEMENT L. CAMPOS
WITNESS MY HAND AND SEAL this Antipologically No. 1914	HO ♥ 1 8 0 2028 f	at Rizel Provincial Capitol, for Angono, Date and the Capitol
Doe No. 65 Page No. 14 Book No. 2		Until December in 293. Administrate into 1962. NOTARY DESCRIPTION ROSS (893).
Senos 20_20		ABP Lifetime Manthor (vol. 005632 14) // MCLE Compliance No.Ve0007860 Valid unit! April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020.

MR. DENNIS C. SANDIL D.C. SANDIL CONS'N AND REALTY DEV'T INC. Rudriguez, Rizas

Dear Mt. Sandal:

The stracked Contract Agreement having been approved, notice is hereby given to D.C. SANDH, CONS'N AND REALTY DET'T INC.—that work may proceed on the Rehabilitation Amprovement of Drainage System of Various Streets, Brgy-San Jose, Radriguez, Risal 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 receip! 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 muly yours.

REBECCA A. YNARES Governor 4

Lasknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder;

DENNISC, SANDU.

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. Sandil Const. & Realty Dev		
organized and existing under the laws of t	the Republic of the Philippines, with pr	incipal place of business.
and office address at	and herein	represented by its
Proprietor/President/General Manager, _	Dengie C. Sandil	of legal age, Filipino
citizen, single/married, resident of	Sun Juan City , hereinafter	referred to as the
CONTRACTOR, WITNESSETH, That,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoniang Panlalawigan Ordinance No. 21, 6-2019 namely:

Rehabilitation/Improvement of Drainege System of Various Streets, Brgy. San Jose, Rodrigues, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last __Outober_20_, 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 __Pourteen Hillion Nius Hundred Trenty Seven Thousand __Six Bundred Twenty Five __Poscs = _____ (P__14,927,625.00), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within <u>Two Hundred Ferry</u> (<u>240</u>) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- s. SP Ordinance No. <u>21, 8, 20</u>19
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/starements contained in the winning biddet/s two (2) hidding cavelopes
- 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 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

 Pourteen Millian Nine Standard Twenty Leven Thousand Six Standard Twenty Five.

 Peace (P 15,927,625,00), Philippine

 Correctly, 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 seeme 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 Killion Four Bundred Seventy Sight Thomsond Two fundred Sighty Seven Peace and 50/100 (P4.478.287.50)

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

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

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

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

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

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

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

	, the parties have hereunto signa Antipolo City.	ed this Agreement th	nis day of
D.C. Sandil Const. 7 Newl Entry/Kinn/Corporation	ty Devit. Inc. RIZAL PI	ROVINCIAL GOVE	ERNMENT
Ву:	By:	Ĺ	
Proprieto Manager/President	R	EBECCAAL YNAI	RES
LOLITA B. DE GUZMA	WITNESSES → AN MA OTARIAL ACKNOWLEDGY	L VICTORIA B. T	EJAĐA
REPUBLIC OF THE PAULIPPINE ANTIROLOGODY) S	S) i.S.		
BEFORE ME, a Notary Pu	blic for and in AMGGOCLLY, pe	tsourgly abbeared to	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No P8239281A	August 5, 2028	Manile
Connis C. Sandil	TIN - 185-510-536		
all known to me and to me known acknowledgment that the same is the present.	n to be the same person's who cir free voluntary act and deed as	executed the foregoing well as the entity the	ing instrument and at they respectively
This instrument, consisting	of three (3) pages including this	t page wherein this :	acknowledement is

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

Rehabilitation/improvement of Drainage System of Various Streets, Brgy.

con Jose, Rodrigues, Rizal 🖊	
film -	an L-
WITNESS MY HAND AND SEAL this WIN 18 THR day of Antigolo City	ATTAL RECEIPT FOR MINISTER CAPITOL OF CO.
Antipolo City JUNO. RUZAL	NO 239 Page 30 " for Anggao, Statinggoran & Caretona
• :	ail in the FROVECTE OF BIZAL
Dec No 66	Unit Osca English, egy
Book No ?	NOTARYSPHOLIC LACORE
Series 20 ao	Patter Manager Manager

Roll of Allorating No. 36260 IBP Life Arts Morther No. 374632 /Right WCLE Compliance, No. VI-1007883 Void until April 19, 2022



OPPICE OF THE GOVERNOR

NOTICE TO PROCEED

18 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 Repair/Repainting of Nebool Buildings at Guitanug Bayan Elementary School, Brgg. Guitnung Bayan I, San Muteo, Rizal affective 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 seknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the offser to the Provincial Government of Rizal.

Very truly yours,

Cowasar 🗢

Lacknowledge receipt of this Notice on:

Authorized Signature:

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

10/20/2020 # 29

CONSTRUCTION AGREEMENT 29

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
Ş	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
	S.B. Serieno Sonstruction , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizel , and herein represented by its Proprietor/President/General Manager, Signature of Johnsy Orieno , of legal age, Filipino citizen, single/married, resident of Horong, Rizel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlatawigan Ordinance No. 2 13 Res. No. 2, 1, 2020 namely:
	Repair/Repainting of School Suildings at Guitnang Bayen Zles. School, Brgy. Guitnang Zayan I. San Mates, 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 October 20, 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 Case Million five Rundred Forty Nine Thousand 1x
	consideration of the amount of Cas Hillian ive Rundred Forty Nine Thousand ix Eundred Twenty One Pesses and Of/100 (P 1.540.621.06), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 1858 Res. 2, m. 2020
	b. Certificate of Availability of Funds c. ScopeTrogram 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
۷.	bidder/s two (2) bidding envelopes
Ŋ	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 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 PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
	Che Million Five Hundred Forty Nine Thousand Six Hundred Twenty One Pasos and C6/100 (P 1.549.621.06), Philippine

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Sixty Four Thousand Sight Hundred Eighty Six Pence and 32/100

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

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

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

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

S. B. Seriene Construction	RIZAL PA	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By:	By:	8	
Penalista Adams - Panilant	R.	REBECCA A. YNARFS	
Proprietor/Manager/President		Governor4	
	WITNESSES -		
LOLITA B. DE GUZMAN	M#	victoria B. T.	EJADA
NOT	arial acknowledge	TENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (18.8. (NGONO, RIZAL			
BEFORE ME, a Notary Public	o for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manile.
Sidney Soriene	TIN - 233-687-269		

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

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

Repair/Repainting of School Buildings at Guitnang Bayan Stem, School, Brgy, Guitnang Sayan I, Sen Mateo, Rizal

WITNESS MY HAY	nd and seal disday of b	HOV 18 2020 , AT WEST WAS THAT RESTROY SAN TOS
NGONO RIZAL		NOTARY PUBLIC for Angune Ginergayan & Cardona
Due No 47		at in the PROVINCE OF RIZAL
Page No/ Book NoZ		Unid Becomber 31 241. NOTARY PUBLISHED Maller No. 4190/ NO. 4340/18122
Series 20 74.		P. K. A.C. WENN SISS

Roll or Attorneys No. (1985). BP Lifetime Resolven No. (19832 /R / / MCLE Compliance No. VI-0007667 Valid until Abril 46, 2027



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2020.

ENGR. PORFIRIO P. MINA PRO-D2 ENTERPRISES Today, Rizal

Dear Gregt, Mina

The attached Contract Agreement having been approved, undice is hereby given to JRD-D2 ENTERPRISES — that work may proceed on the Repair/Repainting of Yuares School Buildings & Construction of Confort Rann at Brgs. Gulod Malaya & Brgs. Ampld II, San Mateo, 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 incolementary 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 Provincest Government of Rizal.

Very truly yours,

REBECCA A. VNARES

I seknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Biddon.

PORTIRIOT, NUNA

10/20/2020 # 30

CONSTRUCTION AGREEMENT 30

KNOW ALL MEN BY THESE PRESENTS:

i .1	This AGREEMENT made and entered into by and between:
$\mathbf{H}_{\mathbf{A}}$	The production of the second s
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
	ting under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol. cumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
	GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
`سلے ا	JOY ERITOR, BOTT. REBECCA A. THARES, ICICEI ICIAIGE IO & BIC 7 NO 7 INC. P. 400
i	Jkn-U ² Artistra 1948, a sofe proprietorship/private corporation, duly
Ores	anized and existing under the laws of the Republic of the Philippines, with principal place of business
and	
	priotor/President/General Manager. PORTETO WTRA of legal age, Filipino
	zen, single/married, resident of
CO	NTRACTOR, WITNESSETII, That,
	NUMBER AS PROVINCE deduce the court of the court of the court of the court and in
-21	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pur	suant of the Sangguniane Panlalawigan Ordinance No. RPSE Res. No. 2, s. 2020 namely:
	Repair/Repainting of Youres School Buildings & Construction of Confort Room
	at Brgy. Gulod Malaya & Brgy. Ampid II, Sen Heteo, Risal
	· · · · · · · · · · · · · · · · · · ·
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence indettake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
	in a public bidding held last 20 October 2020 , has accepted and binds itself to undertake
the	construction and completion of the above said infrastructure works strictly in accordance with the
	owing standards set forth in the bid documents, approved plans, program of works and specification in
	sideration of the amount of One Million Five Builted Tricty-Rix Toousend One
	orbred Fighty-Three Feece & 24/100 (P1,536,183,24), Philippine Currency.
_	
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
ьете	by agree as follows:
-	1. The whole works subject matter of this Agreement shall be completed within
	Eloher-Rest (84) calcular days, in accordance with the provisions of the Bid
Dec	naments, Approved Plans, Program of Works and Specifications and supporting/related documents
	ch are integrated herewith and incorporated herein by way of reference, paracly:
7,00	ex as inegrated test and interpretated ferent by may be revenued, commy.
	8 SP Ordinance No. EFSB Rev. 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
A /	f. Request for Expression of Interest
/ N	g. Bidding Documents including all the documents/statements contained in the winning
1 0	bidder/s two (2) bidding envelopes
	h. Bid Security i. Addenda and Supplemental Bulletins
f	v. wholester with definite section assuments

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

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

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

Rules and Regulations implementing R.A. No. 9184

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Pive Hundred Telety-Six Thomsand One Hundred Eighty-Three Person. (P 1,536,143,24), Philippine £ 26/100 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Handred Eight Randred Fifty-Four Posce 5 97/100 (P 450,654.97)

Philippine Currency, in the form of Ferformance Bond as a measure of guarantee for the fulthful compliance of and compliance with his obligations under this Agreement and all

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;

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

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

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

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

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

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

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

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

Documents;

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

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By:	By;	1	
POLIFICACION DE LA COMPANIO		PRESCA A MESA	.re
Proprietor/Manager/President	К	EBECCA A. YNA! Governory	(FA
	WITNESSES -	-	
LOLITA B. DECUZMAN MA. VICTORIZ B. TEJAĐA			EJAĐA
NOTA	ARIAL ACKNOWLEDGN	TENT	
REPUBLIC OF THE PAULIPPINES)			
ANT SOLUTION (S.S.		4L	
BEFORE ME, a Notary Public	for and in Antipolo City, po	ersonally appeared th	c following
Name/Entity	Valid I/D Presented	Date	Place
HON, REBECCA A. YNARE\$	Passport No. PB239281A	August 5, 2028	Manilo
PORFIRIO MIMA	TIN NO. 154-422-889		
all known to me and to me known to acknowledgment that the same is then fi			

written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: enair/Remainting of Yeares School Pullifices & Construction of Confert Name at

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