

OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 October, 2019.

MR. NOEMI D. SORIANO RSS CONSTRUCTION AND SUPPLIES Teresa, Rizal

Dear Mr. Soriano:

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

Asphalt Overlaying of Bethlehem Street, Nile Street & Eden Street,

Victoriaville Subd, Brgy, Sta. Cruz, Antipolo City

effective on the day you received this Notice to Proceed.

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

Please acknowledge seceipt 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.

Yery truty yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

10:12:19

Authorized Signature:

Name of the Representative of the Bidder:

NOEMI D. SORIANO

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with scat of government at the Rizal Provincial Capitol,
Circumferential 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
lon-struction and Supplies 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 Paragae Rizel , and herein represented by its
Proprietor/President/ General Manager, Noord D. Filipmo of legal age, Filipmo
and office address at Terese Rizel and herein represented by its Proprietor/President/ General Manager, Noemi D. Orisno of legal age, Filipmo citizen, single/married, resident of Terese Rizel hereinafter referred to as the CONTRACTOR WEINESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 5, 2019 namely
spiralt overlaying of Bethlehem 'treet, Nile Street & Liden Street, Victoriaville Subd., Brgy. Sts. Cruz, Intipole City
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 17, 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Four Hundred Sixty Six Thousand One Hundred Tweaty Three Pesce and 26/100 (p 4,466,123.26) Philippine Currency.
Rundred Twenty Three Pescs and 26/100 (p 4,465,123.25) 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 its ty (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. 12, a. 2019

- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- 8. Hidding Documents including all the documents/statements contained in the wroning bidder/s two (2) bidding envelopes
- h, Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Centract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Hillion Four Hundred Sixty Six Thousand One Hundred Twenty Three Pesos and 32/100 (P 4,405,123,25), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Three Hundred Thirty Fine Thousand Sight Hundred Thirty Six Pesque and 95/100) Philippine Currency, in the form of <u>Performance Bond</u> as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 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. 9)84, regarding the payment of damages, whether liquidated and compensatory damages or testitution 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 restrind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elegrance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be







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

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

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

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

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY

) S.S.

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

Name/Entity Valid ID Presented Date Place

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

Beeni, D. Soriano TIN 165-852-366

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 dead as well as the entiry 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:

	ethlehem Street, Nile Stroet & Eden Street. gy. Sta. Cruz, Antipolo City	
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Antipolo City.	ATTIVITY OF STATE OF THE ATTACHEN ATTACHEN	
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

MR. NOEMI D. SORIANO
RSS CONSTRUCTION AND SUPPLIES
Teresa, Rizal

Dear Mr. Soriano:

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

Asphalt Overlaying of Jerusalem Street, Samaria Street, Arimathea Street,

& Corûh Street, Victoriaville Subd, Brgy. Sta. Cruz, Antipulo City effective on the day you received this Notice to Proceed

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

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

Very truly yours,

RERECCA A VNAPES

Governor

I acknowledge receipt of this Notice on:

4.18.00

Authorized Signature:

Name of the Representative of the Bidder:

NOEMI D. SORIANO

CONSTRUCTION AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

regarized and existing under the laws of the Republic of the Philippines, with-principal place of business and office address at Teress, Rizal, and herein represented by its Proprietor/President/ General Manager, Noemi V. Soriano, of legal age, Filipino citizen, single/married, resident of Teress, Rizal, hereinafter referred to as the CONTRACTOR WITNESSETTI, That,

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

Apphalt overlaying of Sermsalem Street, Semaria Street, Arimathea Street & Cooth Street, Victoriaville Subd., Brgy. Sta. Cruz, Antipolo Sity

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 17, 2019—, has accepted and binds itself to undertake the construction and completion or the move said ministructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Four Hundred Seventy Thousand Fight Hundred Thirty Five Person & 45/100 (P 4,470,835,45), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Sixty (60_) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:

- a. SP Ordinance No. 12, e. 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 covelopes
- h. Bid Security
- i, Addenda and Supplemental Bellerins
- j. Notice of Award of Contract and the Contractor's Conformity thereto.
- k. Credit Line Cortificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

 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 Four Million Four Rundred Seventy Thousand Eight, Sundred Thirty Five Peros and 45/100 (P.4.470.835.45). 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 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 Three Bundred Forty

 Che Thousand Two Bundred Fifty Pesos & 64/60 1,341,250 Heilippine Currency, in the form of performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents,
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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, bours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That dispute that are within the competence of the Construction industry Arbitration Commission to resolves shall be

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

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

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

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

the appropriate court of the city/munic works is/are located.	sipality of the Province of Riz	al where the infrastruc	ture project or
INVESTIGES POPEREOF, the	o parties have hereunto signed tipolo City.	this Agreement this _	day of
233 Construction & Supplies Entity/Firm/Corporation	. RIZAL I	PROVINCIAL GOVE	RNMENT
By:	By:	g Rebecca A. YNARI	ec
Proprietor/Manages/President		Governor,	23
1827	WITNESSES	,	
LOLITA B. DE GUZMAN	b	MA, VICTORIA) E TE	<u>JADA</u>
/ NOT	FARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.		
BEFORE ME, a Notary Public	e for and in Amipolo City, per	sonally appeared the fo	ollowing
Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u>
HON, REBECCA A. YNARES	Passport No. P8239281A	Aug. 5, 2028	Maula
Rocai D. Soriano	TIN 166-852-3 66		
all known to me and to me known to acknowledgment that the same is their present.	o be the same person/s who e free voluntary act and deed as	xecuted the foregoing well as the entity that the	instrument and hey respectively
This instrument, consisting of written and has been sigued by the partic	three (3) pages including this es hereto in each and every page	page wherein this ack bereof, refers to the Ag	nowledgment is greenent for:
	Jerusalem Street, Sammat, Victoriaville Subd.		
WITNESS MY HAND AND S Antipole City.	,	Sand I	ovincial Capitol
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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 October, 2019

MR. NOEMI D. SORIANO RSS CONSTRUCTION AND SUPPLIES Teresa, Rizal

Dear Mr. Soriano:

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

Asphalt Overlaying of Jericho Street, Bethel Street & Bethsaida Street, Victoriaville Subd, Brgy, Sta. Cruz, Antipola City effective on the day you received this Notice to Proceed

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

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

<u>ાત્ર જિલ્લા</u>

Very truly yours,

REBECCA A, YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

NOEMITO SORIANO

CONSTRUCTION AGREEMENT 3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Toresa, Rizal and herein represented by it Proprietor/President/ General Manager, Noemi D. Porland of legal age, Filipin citizen, single/married, resident of Toresa, 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. <u>12, 5-</u> 2019 namely:
sphalt Overlaying of Jericho Street, Bethel Street & Betheaida Otreet Victoriaville Subd-, Grgy- Star Cruz, Antipolo City
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competend to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsiv Bid in a public bidding held last Suptember 17, 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of Four Million Five Zundred Ninety Three Thomsand Phirty Two Years and 64/100 (P4, 503, 032, 64), Philippine Currency. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereigned to the parties hereigned the consideration of the foregoing premises.
hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed with Sixty (60) calendar days, in accordance with the provisions of the Bi Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 12, 8 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 Conformity thereto k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Feer Million Pive Pende Minety Three Thomself Thirty Two Pends and 64/100

(P 1,595,032,64), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Three Hundred Seventy Seven Thousand Nine Hundred Nine Pesos & 78,7100 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/orincorporated berewith, in accordance with the Bidding Domments,
- 6 Contractor undertakes to post a warranty security to guarantee purformance of his. responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, z 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;
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- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 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;
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Without prejudice to administrative that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any.

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

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

works is/are located. SS WHEREOF, the parties have hereanto signed this Agreement this _____ :2019 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT കർ Construction-jand Supplies Entity/Fign/Corporation By; . By: dórieno Noemi REBECCA A. YNARES Proprietor/Manager/President Governor\-WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

) S.S.

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

Valid ID Presented Place Name/Emity <u>Date</u> Passport No. P8239281A Aug. 5, 2028 Minnila HON, REBECCA A, YNARES TIN 166-852-366 Nosmi D. Soriano

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

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

Amphalt Overlaying of Mericho Street, Bethel Street, & Bethşaida Street, Victoriaville Subd., Brgy, Sta. Cruz, Antipolo City WITNESS MY HAND AND SEAL BEE BE TO WIE TO at Right Provincial Capitol, ATTY, MARIA SPORT PURAYA ADAMOS NOTARY FURTO, ADMY NO. 18-14 Asuigolo City. Doc No. TAYTAS CARITA PARE ANTIPOLO Page No. UNT LE WOTARY PURE 19 Book No. Series 20 Assessment of the Conference o pp. (2016 - 501 59320 CIFCTIME ROLL 40 09047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019.

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

Dear Mr. Bilog:

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

Improvement of Multi-Purpose Covered Court, Construction of Demountable Stage & Repainting/Repair of Welcome Arc at Brgy. Dalig & Brgy. Dela Paz, Antipolo City effective on the day you received this Notice to Proceed

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

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

Very truty yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

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Authorized Signature:

Name of the Representative of the Bidder:

CERALO KENNSL BU OG

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

this ACREENTEN I made and emerco and by and between	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	
GG Builders, a sole proprietorship/private corporation, duly	
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal, and herein represented by its Preprieton/President/ General Manager, Garald Kenn SJ Bilon, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the CONTRACTOR WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panklawigan Ordinance No12, _s2019 namely:	
Improvement of Rultipurpose Covered Court, Construction of Demountable Stage A Repainting/Repair of Welcome Are at Bray. Delig & Bray. dela Paz. Intipolo City WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 17, 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eight Kundred Five Thousand Three Hundred Twenty Mag	
responsible to the amount of	
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 Forz (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. 12, e. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d Drawing, Plans and Specifications e. Construction Schedule	

- Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins.
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Hine 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 Sight Hundred Five Thousand Three Hundred Twenty Sight Peros & 36/100 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;
- 5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty One Thousand Five Hundred Rinety Eight Pesos & 51/100 (p. 241,598.51) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents.
- 6 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Producement 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."

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

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

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

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

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

IN WITNESS WHEREOF, the	parties have hereunto signed this Agreement this day of ipole City.
GKE Builders Entity/Firm/Corporation	RIZAL PROVINCIAL GOVERNMENT
Ву:	ву:
Gerald Refn SJ Bilog Proprietor/Manager/President	REBECCA A. YNARES Governor
&I	WITNESSES
LOLITY B. DE GUZMAN	MA. VICTORIADA
/ кот	ARIAL ACKNOWLEDGMENT
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S S.

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

Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	Aug. 5, 2028	Manila
Garald Kenn SJ Bilog	TIN 196-519-323		

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

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

Improvement of Multipurpose Covered Court, Construction of Demountable Stage & Remainting/Repair of Colcome Arc at Brgy. Dalig & Brgy. dela Paz antipelo City

WITNESS MY HAND AND SEAL this & OPT 2009 of Antipolo City.

at Rizal Provincial Capitol, ≪A ACAMOU

ATTY MARIA SACA

KOTARY PUBLICA 1.542.48.16 TAYTAY CAMTA, PROJECT (ARTHROLO)

UNTIL BROSSWISHRESUSQUIS PFR NO. 11120203A 40P ROLE NO. 50320 UPETIME ROLL NO 1999/7

Doc No. Page No. Book No. Sancs 20<u>7</u> ў

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

MR. EDIVIN B. RIVERA
VAKALER CONSTRUCTION AND SUPPLIES
Morong, Rizal

Dear Mr. Rivera;

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

Repair/Repainting of Multi-Purpose Building & Renovation of Multi-Purpose Hall at Brgy. Dela Pat, Antipolo City effective on the day you received this Notice to Proceed

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

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

Very truty yours,

REBECCA A. YNARES

Governor

Facknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder.

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POWIN B. RIVERA

CONSTRUCTION AGREEMENT (**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF	RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7168, with a	seat of government at the Rizal Provincial Capitol,
Circumferential Read corner P. Oliveros St., Brgits GOVERNOR, HON, REBECCA A. YNARES,	 y. San Roque, Antipolo City, represented in this act by , berein referred to as the PROVINCE; and
Yaksler Construction and Supplies	, a sole proprietorship/private corporation, duly

Takeler 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, Edwin B. River , bereinafter referred to as the CONTRACTOR WITNESSETH, That,

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

Repair/Repainting of Multipurpose Suilding & Renovation of Multipurpose Hall at Brgy. Gela Paz, Intipolo City

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

- t 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 berowith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 12, 8, 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Luie 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 Eight Bundred Eighteen Thousand Five Bundred Forty Nine Peeos and 95/100 (P 818, 549.95). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

 Sixty Four Pegos and 99/100 (P 245, 565, 99) Philippine Corrency, in the form of Partermance Road as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement,

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

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

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

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

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

Jurisdiction over civil case or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ UCI 2019 ___ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Yelelar Construction and Supplies Emiry/Firm/Comoration By: By: REBECCA A. YNARES Proprietor/Manager/President Governogy WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

) S.S.

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

Valid ID Presented <u>Date</u> Place Name/Entity Aug. 5, 2028 Manila HON, REBECCA A. YNARES Passpon No. P8239281A Sdwin Yakaler TIN 428-018-900

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

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 Multipurpose Building & Renovation of Kultipurpose Hall at Brgy. dela Paz, Antipolo City

WITNESS MY HAND AND SEAL this 16 OCT 42018 Antipolo City.

31 Rizal Provencial Capitol. MAYA ADAMOS

ATTY, SMERIA SATE POPALYA ADAM NOTAKY PROTESTATO WO 18-14 TAYTAY, CARITA SECONDA (AND POLO UNTIL OSCEMBER ST. 2012 CJOSteg

PTR NO. 11120206A IBP ROLS NO 65820 LIFETIME BOYL NO ROOM?

Dec No. _ Page No.

Book No Series 20_



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019.

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

Dear Mr. Ubiadas:

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

Concreting of Various Alleys with Stair at Sidio Lupungge, Brgy, Sta. Cruz, Antipato City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

__10-12-14

Authorized Signature:

Name of the Representative of the Bidder

LATRO M. UBIADAS

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
Xit Ubindas Construction Corp. a sole proprietorship/private corporation, deleganized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Binangenan, Rizal , and herein represented by it Proprietor/President/ General Manager, Lauro M. Ubindas of legal age, Filipine citizen, single/married, resident of Binangonan, Rizal , bereinafter referred to as the CONTRACTOR WITNESSETTL That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoriang Panlalawigan Ordinance No. 12, 8, 2019 namely:
Concreting of Various Alleys with Stair at Sitio Lupangge, Brgy. ota. Cruz, Antipolo City
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent

to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 17, 2019 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Sixteen Thousand Five Hundred Seventy (P 3,016,579,13), Philippine Currency. Wine Pesos and 11/100

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 (_100_) 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:
 - SP Ordinance No. 12, n. 2019
 Certificate of Availability of Fonds

 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i, Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto.
 - k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS. Cop Hillion Sixteen Thousand Five Sandred Seventy Nine Pesos and 11/100 (P_1,016,579•11), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Four Thomas Nine... fundred Seventy Three Pesos & 73/100 (P_304,973,-73) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

Jurisdiction over civil case or 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. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ 1 1 LC 2019 at Antipolo City. Kit Ubicdas Coastruction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES Lauro K. Ubiadas Proprietor/Manager/President Governget-WITNESSES /B. DE QUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILEPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Płace Valid ID Presented Date Name/Entity Aug. 5, 2028 Manila Passport No. P8239281A HON, REBECCA A, YNARES

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

TIN 008-410-689

Laura H. Ubiades

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

Concreting of Various Alleys with Stair at Sitio Lupanage, Brgy. Sta. Cruz. Antipolo City at Rigal Provincial Capitol. WITNESS MY HAND AND SEAL ON B COT TOWNS Antigolo City. ATTY, MARCIN SOLL PRIMITAL ADAMOS Date No. Page No No. 141 A COLON NOTARY AND LACTOR Back No YAYTA CARTA BEAL (ANTIPOLO Series 20 UNTH 020578857831, 2919

> P16/KG, \$3520288A jn A 89 kg ta €1 55320 CARREST NO. 1 CONTRACTOR



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019.

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

Dear Mr. Aquino:

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

Concrete Reblocking of Athens Street, Victoriaville Subd., Brgg. Sta. Cruz, Antipolo City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

.... 10:18:19. __

Authorized Signature:

Name of the Representative of the Bidder:

OLIVERO, AQUINO

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

Emp/Southernow 1 may may be and only of min of the control of the
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
Cliver againe Construction and provide comparation duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan Rizal , and herein represented by its Proprietor/President/ General Manager, Cilver Louino , of legal age, Filipine entiren, single/married, resident of Sinangonan Rizal , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No12, e. 2019 namely:
Concrete Reblocking of Athens Street, Victoriaville Subd., Brgy. Sta. Cruz., Antipolo City
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Sotomber 17, 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of One Killion Four Eundred Thirty Two Thousand Five Hundred Seventee Pesos and 94/100 (P. 1,432,517.94), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within the provisions, of the Bir Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:
42 n FOAD
a. SP Ordinance No. 12, a. 2019
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
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 cavelopes
h, Bid Security
i. Addenda and Supplemental Bulletius j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter 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 one inition four Eundred Thirty Tyo Thousand Five Hundred Seventees Pesos (P. 1,432,517.94), 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.
manner presenting by the Contract and specified in the End 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 One K; 11 ion Four Hundred Thirty Two Thousand Five Hundred Seventeen Pesos & Signio 1,432,517 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to gnarantee 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 or liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's 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, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will estitle 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 dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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

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

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

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PUBLIPPINES)
ANTIPOLO CITY

) S.S.

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

Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	Aug. 5, 2028	Manila
Cliver Aquino	TIN 182-311-289		_ :-

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

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

Concrete Reblocking of Athena Street, Victoriaville Subd., Brgy. Sta. Cruz, antipolo City

WITNESS MY HAND AND SEAL this 1 6 W Amipolo City.

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Page No.
Book No.
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to
XAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the:
Repair/Improvement of Ynares Multi-Purpose Building at Brgy. Sta. Cruz & Construction of
Roof/Shed for Chiller and Chilled Water System & Repair of Roofing, Ceiling (Portion)
and Flooring of Fitness Room at Ynares Center. Brgy. San Roque. Antipolo City
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

10/18/19

Authorized Signature:

Name of the Representative of the Bidder;

EDWIN B. RIVERA

CONSTRUCTION AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Takaler Constructionnond 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, Rizel, and herein represented by its Proprietor/President/ General Manager,	existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office andress at Morong, Rizel, and herein represented by its Proprietor/President/ General Manager, Idwin B. Riyers, of legal age, Pilipino citizen, single/married, resident of Norong, Rizel, hereinafter referred to as the CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that exitain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, s. 2019 namely Repair/Improvement of Ymeres Multipurpose Building at Brgy. Stu. Cruz & Construction of Boof/Shed for Chiller and Chilled Water System & Repair of Rodfing, Ceiling (portion) and Flooring of Fitness Room at Ymeres Center, Brgy. San Staue, Intipolo

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 bold last 5 ptember 17, 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One William Thirty One Thousand Six Hundred Treatty Fesos and 89/100 (P 1.031,620.89), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within 3ixty. (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. 12, 5, 2019
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - i. Addenda and Supplemental Builtetins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Crodit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the 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 hillion Thirty One Thousand Six hundred Thanty Pason and 89/400 Philippine (P_1,031,60,89). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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- 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 Three Sondred Nine Thousand Four.

 Eundred Sighty Six Fesos and 27/400 (P 309, 486, 27) Philippine Currency, in the form of Performance Sond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Budding 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 amperformed 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 taws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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

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

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

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY

Seriex 20

) S.S.

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

Name/Entity Valid ID Presented Date Place

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

_dwin 3, Rivera TIN 428-018-900

all known to me and to me known to be the same person/s who exceuted 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 suknowledgment is written and has been signed by the parties hereto in each and every page bettof, refers to the Agreement for: Repair/Improvement of Ymares Multipurpose Building at Brgy. Sta. Cruz & Const. of Roof/Shed for Chiller and Chilled Water System & Repair of Roofing, Cailing (Portion) and Flooring of Fitness Room at Ymares Center, Brgy. San Roque, Antipolo

WITNESS MY HAND AND SEAL this 18 OCT 12049 at Rizal Provincial Capitol, Antipolo City.

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

MR. DANILO C. MAGNO TRANCOM ENGINEERING CONS'N. Taytay, Rizal

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONS'N. that work may proceed on the:

Repair/Imprv.of Ynares Matti-Purpose Bldg., Ynares & Gatlabayan Mutti-Purpose Covered Courts & Const'n. of Covered Pathwalk at Brgy. Nan Luis, Brgy. Mayamot & Brgy. Cupang, Antipolo Clty effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. VNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Ridder:

<u>, (0.485 P) .</u>

09/17/2019 # 9

CONSTRUCTION AGREEMENT arphi

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 au
existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capito
Circumferential Read corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act h
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

Promoça 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 affine address at "all (a) all all	, and herein represented by its
Proprietor/President/ General Manager. Data 1.20 San	
citizen, single/married, resident of Waytay, W	, hereinafter referred to as the
CONTRACTOR WITNESSEIH, Timi,	

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 17, 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth to the bid documents, approved plans, program of works and specification in consideration of the amount of Eight Sendred Two Thousand Three Hundred Sixty Three Person and 09/100 (P. 802, 333,00).) Philippine Currency.

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

- 1. The whole works subject toatter of this Agreement shall be completed within \$\frac{\pi_1}{2}\text{ty} = \frac{(-60)}{2}\) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated between and incorporated herein by way of reference, namely:
 - a SP Ordinance No. 32 4 % 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 Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Doposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrustructure 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 Eight Hundred. Two Thousand Three Sendred Sixty Three Pesos and 09/100 (P. 802, 363,09). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works caless otherwise agreed by the parties, subject of this Agreement as a contract pitce 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 Hundred Sixty Three Pesco ton 00/100 PESOS Sight Fundwed Two Thensond These (P 707, 77, 09) Philippine Currency, in the form of Perforance Fond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
- 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 expease, 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 embadied in the General Accounting Auditing Manual (GAAM), unless officewise 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 resulted 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 welfase compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 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, COMTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR. and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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

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

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

BY WITNESS WHEREOF, the parties have hereunto signed this Agreement this //___ day of Of 2019 ____ at Antipolo City.

"swindon Ingineering Construction

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By.

rictgr/Manager/President

By:

REBECCA A. YNARES

Governor &

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

) S.S

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

Name/Entity Valid ID Presented Date: Place HON, REBECCA A. YNARES Aug. 5, 2028 Manila Passport No. P8239281A Danilo M_იჟიი

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: Report Improvement of Ymares Multipurpose Building, Ymares & Gatlabeyon Multipurpose Covered Courts & Construction of Covered Puthwolk at Brgy. Son Inia, Brgy. Mayamat and Brey. Cupong, Antipole City.

Antipolo City.

FAYLAY CARTS, MICAL / ANTIPOLO

UNDER DECEMBERARY POSSIO

PTR NO. 11120208A

Doc No. Page No. ____



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019.

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

Dear Mr. Arada;

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORPORATION that work may proceed on the: Improvof Ynares Multi-Purpose Covered Court at Angono Elem. Sch., Brgy.San Isidro,Angono, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA Á, YNARES

Governor

I acknowledge receipt of this Notice on:

(0.4)

Authorized Signature:

Name of the Representative of the Bidder

FERNANDO L. ARADA

Quay

CONSTRUCTION AGREEMENT 400

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Corgumferential 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

Flag Construction Corporation ______, a sole proprietorship/private corporation, duly

Fleg Construction Corporation a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Singustram, Rival and herein represented by its Proprietor/President/ General Manager, Fernando Arada of legal age, Filipino efficen, single/married, resident of Binangonan, Rival hereinafter referred to as the CONTRACTOR WITNESSETH, That,

Improvement of Ynores Multipurpose Covered Court at Angono Clea. School, Brgy. Sen Teidro, Angono, Rizel

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

- 1. The whole works subject matter of this Agreement shall be completed within Forty Four (44) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 12, 8, 2019
 - b Comficate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i, Addenda and Supplemental Bolletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R. A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Hundred Sighty Two Thousand Eighty Seven Eggs, and 26/400 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 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 Randred Starty Reas when and Six Hundred Twenty Six Pesos and 18/100 (P 264,626,18 __) Philippine Currency, in the form of Performance Bond ____ as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONFRACTOR 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 tiquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescion or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

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



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

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

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

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

works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ 1 1007 2019 at Antipolo City. Flag Construction Corporation RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Comporation Bv: Fernando Arada REBECCA A YNARES Proprietor/Manager/President Governor & WITNESSES · NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.

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

Valid ID Presented Date <u>Plaçe</u> Name/Entity Manila HON, REBECCA A. YNARES Passport No. P8239281A Aug. 5, 2028 7m: 007-885-873 | Permendo Arada

all known to me and to pic 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 hescof, refers to the Agreement for:

Emprovement of Ymares Brgy. Sem Isidro, Angono, Ri	Multipurpose Govered Court a izal	rt Angeno Glem. School,
WITNESS MY HAND AND S	EAL this 1880 to the this	at Rizal Provincial Capitol,
Antipolo City.	ACT A WARRANT OF A PROPERTY OF	ON THY MADAMO.
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

MR, LAURO M. (IBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonen, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Impriviol Ynures Multi-Purpose Covered Court at Sun Vicente Elem. Sch., Brgy. Sun Vicente, Angono, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA X. YNARES

Governor

I acknowledge receipt of this Notice on:

6-13-19

Authorized Signature:

Name of the Representative of the Bidder.

LAURO M. EBIADAS

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and untered into by and between:

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

<u>Kit Faiadas Construction Corporation</u> , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at Binangonan, Rizal , and herein represented by its
Proprietor/President/ General Manager, Lauro V. Ubjadas of legal age, Filipine
citizen, single/married, resident of Binangonan, Rizal, , hereinafter referred to as the
CONTRACTOR WITNESSETH, That,
n e e e e e e e e e e e e e e e e e e e
MINISPEAC the PROVINCE durations that contain information are the 12 has provinced in

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 5, 2019 namely:

Improvement of Ynares Multipurpose Covered Court at San Vicente Slementary .chool, 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. September 17, 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven Handred Fifty Four Thousand Five Bundred Sleven Fason and 31/100 (P.754, 511, 87), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Fifty Two (52) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated between and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 12, a. 2019
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Butletins
 - Notice of Award of Contract and the Contractor's Conformity thereto.
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS deven Hundred Fifty Four Thousand Five Hundred Bleven Pesos and 61/100 (P. 754.511.81). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 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 Fundred Twenty Six Thousand Three Eundred Fifty Three Pasos and 54/100 (P 226,353.54) Philippine Currency, in the form of Terformance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support theseto 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 ease of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseined or terminate the contract, without projective to other courses of action and remedies available under the circumstances."

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

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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR 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

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

works is/are located. IN WITH SAWHEREOF, the parties have bereunto signed this Agreement this ______ at Antipolo City. Kit Vbindes Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: uro II. Chiadas REBECCA A. YNARES Proprietor/Manager/President Governor & WITNESSES

REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY

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

NOTARIAL ACKNOWLEDGMENT

Name/Entity Valid ID Presented Date: Place HON, REBECCA A, YNARES Passport No. P8239281A Aug. 5, 2028 Manila Lauro H. Ubiadas TIN 410-008-689

) S.S.

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

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

Improvement of Ymares Multipurpose Covered Court at San Vicente Elem. School, Brgy, San Vicenter, Angono, Rizal

at Rizal Provincial Capitol, WITNESS MY HAND AND SHALL this 1 6 OCT 49 2019 Antipolo City. MAGA AMAGAGA AMAGAM AYTA AMAGA MAGA AMAGA AMAGA AMAGA MAGA AMAGA MAGAA ⊘MAGA ΛΥαΩΩ:

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UNIO. ONOTARY PARENTS PTR NO. 38420288A IBP ROUL NO 55320

LISETIME ROLL NO 19047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

MR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Mr. Villaroman:

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

Construction of Volleyball Court, Movable Bleacher, Fence & Repair/Repainting of Ynures
Multi-Purpose Covered Court at Brgy. Mahabang Parang & Brgy. San Vicente, Augono, Rizal
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

10:48:19

Authorized Signature:

Name of the Representative of the Bidder:

RENATO É. VILLAROMAN

CONSTRUCTION AGREEMENT()

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

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	existing under Republic Act No. 7168, with sear of government at the Rizal Provincial Capitol, Circumferential Road comer 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 Sangguniang Panlalawigan Ordinance No. 12, 8. 2019 namely: Gonst. of Válleyball Court, Movable Bleacher, Fence & Repair/Repainting of Ynames Sultipurpose Covered Court at Brgy. Mahabang Barang & Brgy. San Vicente, Ingono, Misch
)	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 17, 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million One Thirty Six Thousand Five Hundred Seventy Eight Peson and 78/100 (P 1, 136, 578, 78), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	1. The whole works subject maner of this Agreement shall be completed within <u>Eighty Six</u> (<u>86</u>) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 12, 6, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning
	bidder/s two (2) bidding covelopes b. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
	2 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million One H ndred Thirty Six Thousand Five Hundred Saventy Hight 10908 and 78/100 (P 1.130.578.75). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Tares Bundred Forty Thousand Nine Rundred Seventy Three Pesos and 63/100 (P 340.975.63) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents.
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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 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, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will emitte the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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

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

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

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

SWHEREOF, the parties have hereunto signed this Agreement this ______ day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Lard Builders Entity/Firm/Corporation By: . By: REBECCA A. YNARES Renafo(VI) <u>leroman</u> Covernois -Proprietor/Madager/President WITNESSES DE GUZMAN NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

) S.S.

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

Place <u>Date</u> Valid ID Presented Name/Entity Manila Aug. 5, 2028 Passport No. P8239281A HON RESECCA A. YNARES TI: 119-041-458 Renato Villeroman

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and less been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of Volleyball Court, Movable Bleacher, Fence & Repair/www.inting. of Ypares Multipurpose Covered Court at Bray. Mahabang Parang & Bray. Can

Vicente, ingono, Rizal WITNESS MY HAND AND SEAL this 1 6 CT. 2018 , at Rixd Provincial Capitol,

Antipolo City. Doc No. __ Page No. Book No. Scries 20__//

ATTY, MARIA SIA CONTARY PUBLISHED TO 18-14
TAYTAY CANTARY PUBLISHED TO 100 ONTIL DECEMBER 31, 2019 PIR NO. 51420208A IDP KOLL NO. 55320 CIFETIME ROLL NO 19947



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019.

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

Dear Mr. Ubiadas:

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

Repair / Improvement of Duavit Multi-Purpose Covered Court and Stage at Sulo Sta. Niño, Brgy. Bilibiran, Binangonan, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

(c-(b-(e)

Authorized Signature:

Name of the Representative of the Bidder

LAURO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at 31nongonen, Hand and herein represented by its
Proprietor/President/ General Manager, Lauro 1501-04-8 , of legal age, Filipino
citizen, single/married, resident of Binangering Pienl, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 8, 2019 namely:
raw in/Emprovement of Equavit Emitingurous Covered Court and Stage of fithe Spo- Tine, Dryy. Bilibinan. Binangonen, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 17, 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One William Four Hundred Minety Nine Thousand Three (P_ 1,499,324.99), Philippine Currency. Hundred Twenty Four Pescs and \$9/100

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

The whole works subject matter of this Agreement shall be completed within (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 berewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 12. a. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- Drawing, Plans and Specifications.
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Decuments including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- Bid Sccurity
- i. Addeada and Supplemental Bulletins.
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter 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 Sillion Four Mundred Ninety Sine Thousand Three Hundred Treaty Four Peace and 99/100 (P 4.499, 524.99), Philippine on**d 99/100** Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 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; 13
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Randved Forty Rine Thousand Seven Randved Sinety Seven Pesos and 30/100P 449,757.50) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

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

DE WITNESS PEHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. Kit Whiadas Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Dy. By: Lauro E. Ubiedas REBECCA A. YNARES Proprietor/Manager/President Governor & WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY

) S.S.

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

Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u>
HON, RESECCA A, YNARES	Passport No. P8239281A	Aug. 5, 2028	Magala
Lauro M. Ubicdas	TE: 410-008-589		

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/Improvement of Duavit Multipurpose Covered Court and Stage at Sitio Sto. Nino, Ergy. Bilibiran, Binangonam, Rizal

WITNESS MY HAND AND SEAL this ______ 007 2019 at Rizal Provincial Capitol, Antipolo City. compa aga**m**ús

Doc No. Page No. Book No. 457Y, 9655Y 5 (APRIL NO. 18-14 NOTAL TAY (A.C. CONTY) ggrad C F16 (a. 18120208A

jast . 1 1.160, 55320 14 January 1844 NO 00047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019.

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

Dear Mr. Villariña:

The attached Contract Agreement having been approved, notice is hereby given to MAK-JAMS CONSTRUCTION that work may proceed on the;

Repair/Improvement of Ynares School Buildings, Stage & Ynares Multi-Purpose Covered Court at Brgy, Tabon & Brgy, Bangad, Binangonan, Rizat effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBRCCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

MICHAEN A. VILLARINA

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CONSTRUCTION AGREEMENT /4/

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol,
Circumfescatial Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by
Circumfercabal Road comer P. Univeres St., Bigy, San Rouge, Ample City, 1987
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

Mak-Jame Construction	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic	of the Philippines, with principal place of business.
and office address at Binangonan, Rizel	and herem represented by its
Proprietor/President/ General Manager, Bichael, Vi	illarina , of legal age, fulpino
citizen, single/married, resident of Binangon,	en, Rizal bereinafter referred to as the
CONTRACTOR WITNESSETH, That,	•

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

Repair/Improvement of Tueres School Buildings, Stage & Ynares Multipurpose Covered Court at Ergy. Tabon & Brgy. Bungad, Binangoman, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>September 17, 2019</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Three Bundred Fifteen Thomsand One Hundred Forty Five Perce and 05/100 (P 1.315.145.05), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Seventy Six (76) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated between and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 12, c. 2019 & 2039 Res. No. 1, s. 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Scentity
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Three Hundred Fifteen Thousand One Sundred Forty Pive Penos 8: C:/100 (P 1,715,145,05), Philippine Currency in consideration of the construction and only upon completion of the infrastructure works

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

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Ninety Four Thomson's Five Hundred Forty Three Peeco and 32/100 (P 304, 543, 52) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE,
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

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

DI WITNESS WHEREOF, the	e parties have hereunto sign tipolo City.	ned this Agreement this	day of
Mak-Jana Construction Entity/Firm/Corporation	RIZA	L PROVINCIAL GOV	ERNMENT
By A	Ву:	ъ	:
Michael Villarina Proprieto/Manager/President		REBECCA A. YNAI	RES
182	WITNESSES	0	
LOLITA B. DE ODZMAN		MA. VICTORIAM, 1	EJADA
TON I	ARIAL ACKNOWLEDGE	TMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.\$.		
BEFORE ME, a Notary Public	for and in Antipolo City, p	ocrsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	Aug. 5, 2028	Manila
Kichael Villarins	22N 221-027-734		
all known to me and to me known to	be the same person/s who	executed the foregoing	instrument and

eknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively

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

Rengin/Tennovement of Tennen Cohool Ruit Jimes Chart C

Covered Court at Brgy. Tax	on & Brgy. Bangad, Binangone	n, Sisej nage e intice cattlourpo
WITNESS MY HAND AND	SEAL DES 1 8 DET 42019	, at Rizal Provincial Capitol,
Antipolo City	ATTY, WARRAS	CHEAVA ADAMOS
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		POLITIC, \$5320
	97,04()	SURCHA NO 89047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

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

Dear Mr. Aquino:

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

Repair/Improvement of Multi-Purpose Buildings, Construction of Demountable Stage at Hinangonan & Construction of Movable Bleacher & Concreting of Ground of Yuares Multi-Purpose Covered Court at Angona. Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

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REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

10-18-19

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O. AQUINO

CONSTRUCTION AGREEMENT 15

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipoto City, represented in this act by
its GOVERNOR, HON, RESECCA A. YNARES, herein referred to as the PROVINCE; and
Oliver aquino Construction , a sole proprietorship/private corporation, daily organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal and herein represented by its Proprietor/President/ General Manager, Oliver Aquino of legal age, Filipino efficen, single/married, resident of Binangonan, Rizal bereinafter referred to as the CONTRACTOR WIINESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguriang Paulalawigan Ordinance No. 12, 8, 2019 namely: Repair/Improvement of Multipurpose Buildings, Construction of Demountable Stage at Binangonen & Construction of Movable Bleacher & Concreting of Ground of Yearse Multipurpose Covered Court at Angono, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>September 17</u> , 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Nine Bundred Eighty Thousand Eight Hundred Forty</u> Six Pesos and 33/400 (P 980, 845.33), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
a. SP Ordinance No. 12, 6. 2019
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security i. Addenda and Supplemental Bultetins
j. Notice of Award of Contract and the Contractor's Conformity thereto
k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
this Agreement in conformity with the province of the Contract;
3. The PROVENCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Eighty Thousand Lighty Hundred Forty Six (resos 2 55/100 (P 9:0,0-2-35), 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

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

 Two Jundred Fifty Three Pesos and 90/100 (P 294,253.90) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of bis responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

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

the appropriate court of the city/mutworks is/are located. IN WITENESS WHEREOF, at /	nicipality of the Province of Ric the parties have hereunto signe Antipolo City.		
Oliver Aquino Construction	z RIZAŁ	PROVINCIAL GOV	ERNMENI
Entity/Firm/Corporation By 680	By:	Å	. •
Oliver Aquino Proprietor/Managen/President		REBECCA A. YNA Governor &	
/24-	WITNESSES	· V	
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REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY) S.S.		Callowing
BEFORE ME, a Notary Po	oblic for and in Antipolo City, p	ствоижну арреалей во	
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	Aug. 5, 2028	Manula
Oliver Aguino	TIN 182-391-289		
Written and has been signed by the p Improvement of Kultipurp Binangonan & Commtructio Rultipurpose Covered Cou	g of three (3) pages including the parties hereto to each and every place Buildings, Construction of Movable bleacher a rt at Angono, Rizal	his page wherein this age hereof, refers to the tion of Demountal Concreting of Gr	acknowledgment is e Agreement for: Regalistate extrage
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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 October, 2019

MR, MARIANO M. MACLANG MARIANO M. MACLANG CONST'N & DEV'T. Taytay, Rizal

Dear Mr. Maclang:

The attached Contract Agreement having been approved, notice is hereby given to MARIANO M. MACLANG CONST'N & DEV'T. that work may proceed on the: Concreting of Creek Bed (Portion) of Pinagsalaun Creek, Brgv. San Isidro, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

10.18:19

Authorized Signature:

Name of the Representative of the Bidder:

MARIANO M. MACLANG

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

	MACLANG CONSTRUCTION AND DEVELOPMENT, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of basiness and office address at Toytoy, Rizol, and herein represented by its Proprietor/President/ General Manager, MARIANO MACIANG, of tegal age, Filipino citizen, single/married, resident of Toytoy, Rizol, 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 No12, s. 2019namely:

Commreting of Creek Bed (portion) of Pinagsalasm Creek, Brgy. San Isidro, 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 17 September 2019 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Three Hundred Thirty-Seven Thousand Seven (P_1, 337, 796, 18), Philippine Currency. Hundred Ninety-Six Pesos & 18/100

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 (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. <u>12</u>, s. 2019
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schodule
 - f Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning hidder/s two (2) hidding envelopes
 - Bid Sccurity
 - i, Addenda and Supplemental Bulletins
 - Notice of Award of Contract and the Contractor's Conformity thereto.
 - k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Three Hundred Thirty-Seven Thousand Seven Hundred Ninety-Six (P 1,337,796,18). Philippine Pesos & 18/100

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred One Thousand Three Hundred Thirty-Eaght Posos & 85/100 (P 401, 338.85) Philippine Currency, in the form of Performance Bord as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Authring Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

lurisdiction over civil case or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. SS MATEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City. MARIANO M. MACLANG CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT AND DEVELOPMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES MARIANO MACLANG Governor Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE MB, a Notary Public for and in Antipolo City, personally appeared the following Placc Date Valid ID Prescuted Name/Entity Manila Aug. 5, 2028 Passport No. P8239281A HON, REBECCA A. YNARES TIN NO. 904-910-354 MARIANO MACLANG 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 sigued by the parties hereto in each and every page hereof, refers to the Agreement for. Concreting of Greek Bed (portion) of Pinagsalaan Greek, Brgy. Sam Isidro, Təytay, Rizal at Rizal/Provincial Capitol, WITNESS MY HAND AND SEAL this _ MOTOR PHILD FOR NO 18-14 Antipolo City Dog No. CHURCHA CHURCH PRIMA PATYAT US OF THE PROPERTY PUBLIC Page No. Book No. Series 20/9 PTR NO. \$1970208/C

ISP ROLL NO 35320 LIFETIME ROLL RO 89047



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 October, 2019.

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

Dear Mr. Ubiadas.

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

Repuir/Repainting of Ynares School Buildings, Ynares Multi-Purpose Covered Court & Construction of Fence for 2-Storey Ynares Multi-Purpose Building at Brgy, San Isidro, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very buly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

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Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT $_{\mathbb{A}_{2}}$

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

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

KIT UBIADAS CONSTRUCTION CO		proprietorship/privat	
organized and existing under the laws or	f the Republic of the Ph		
and office address at . Dina	ngonan, Rizal		epresented by its
Proprietor/President/ General Manager,	LAURO M. U		of legal age, Filipino
citizen, single/married, resident of	Binangonan, Riz	201 <u>hereinafter</u>	referred to as the
CONTRACTOR WITNESSETH, That,			

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No.12, 5, 2019/RPSB Res. No. namely:

1, 8, 2019

Repair/Repainting of Ymares School Buildings, Ymares Multi-Purpose Covered Court & Construction of Fence for 2-storey Ymares Multi-Purpose Building at Bray Sep Taidro Cointe Pizal

Brgy. Sen Isidro, Ceinta, 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 17 September 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Sixty-Eight Thousand Twenty-Five Pesos

4 05/100 (P 1,068,025.05), Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within F1fty-Two (52) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 12, s. 2019/RPSB Res. No. 1, s. 2019
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS One Million Sixty-Eight Thousand Twenty-Five Pesos & 05/100 (P 1.068,025.05). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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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 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 Torse Bunched Twenty Thousand Four Bunched Seven Pesos & 52/100 (P 320,407.52) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restriction 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."

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

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

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

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

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

IN WITNESS WHEREOF, the control of t	ne parties have hereunto signed utipolo City.	this Agreement this	day of		
KIT UBLADAS CONSTRUCTION CORPO Entity/Firm/Corporation	<u>ra</u> tion rizal f	RÓVINCIAL GOV	ERNMENT		
LAURO M. UBIADAS Proprietor/Manager/President	By: WITNESSES	EBECCA A. YNAI Governoey	RES		
LOLITA H. DE GUZMAN NOT	M ARIAL ACKNOWLEDGMEN	سنست	EJADA		
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. for and in Antipolo City, perso		Pollovija o		
Name/Entity	Valid ID Presented	<u>Date</u>	Place		
HON REBECCA A YNARES LAURO M. UBIADAS	Passport No. P8239281A TIN NO. 008-410-689	Aug. 5, 2028	Manila		
all known to suc 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 cutity that they respectively present.					
This instrument, consisting of a written and has been signed by the parties	hree (3) pages including this pa hereto in each and every page he	ge wherein this acknowledge wherein this acknowledge wherein the Australia was a constant of t	towiedgment is		
Repair/Repainting of Ynares & Construction of Pence for 2 Isidro, Cainta, Rizal WTTNESS MY HAND AND SEA	ichool Buildings, Ymeres -storey Ymeres Multi-Pu 16 oor 2010	Multi-Purpose Prose Building	C		
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

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

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CNGER CONSTRUCTION CORP. that work may proceed on the:
Improvement of Ynares Multi-Purpose Covered Court, Ynares Stage, Ynares Multi-Purpose Bldg., Welded Wire Fence & Repair of Storage Room at Brgy.Sto. Domingo&Brgy. San Juan, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

les 18, 165

Authorized Signature:

Name of the Representative of the Bidder.

EROMINO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

CSGER CONSTRUCTION CORPORATION , a solo proprietorship/priva	ite compration, duly
organized and existing under the laws of the Republic of the Philippines, with princ	cipal place of business
and office address at Rodriguez, Rizal and herein	represented by its
Proprietor/President/ General Manager, CARLOS GERONINO	of legal age, Filipino
	referred to as the
To the state of th	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 9, 2019 namely:

Improvement of Ymares Multi-Purpose Covered Court, Ymares Stage, Ymares Multi-Purpose Building, Welded Wire Fence & Repair of Storaga Room at Brgy. Sto. Domingo & Brgy. San Juan, Cainta, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 17 September 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Two Bundred Sifty-Two Thousand One Hundred Sixty-Eight Pesos & 07/100 (P1,252,168.07), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 12, a. 2019
 - 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
 - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Two Sundred Fifty-Two Thousand One Sundred Sixty-Fight Peaos & 07/100 (P.1,252,168.07), Philippine Corrency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Seventy-Five Thousand Six Hundred Fifty Pesos & 42/100 (P 375,650.42) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. General Accounting the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without projudice 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;
- II. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of 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 Burtau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That dispute that are within the competence of the Construction industry Arbitration Commission to resolves shall be

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

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

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

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

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY

) S.S.

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

Name/Finity Valid ID Presented Date Place

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

CARLOS GERONIMO TIN NO. 009-082-732

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

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

Improvement of Ymares Multi-Furpose Covered Court, Ymares Stage, Ymares Multi-Purpose Building, Welded Wire Fence & Repair of Storage Room at Brgy. Sto. Domingo & Story, Sept. Lugar, Cainta, Rizal

WITNESS MY HAND AND SEAL this 18 of day of Antipolo City.

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Page No.
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Series 20

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DIFERRIE ROLL NO 89946



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the; Repair/Repainting of Ynares School Bidgs. & Const'n.of Waiting Shed at Brgy. Piauguy, Baras, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on.

10.18-10

Authorized Signature:

Name of the Representative of the Bidder

EDWIN B. RIVERA

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

, a sole proprietorship/private corporation, duly YAKALER CONSTRUCTION AND SUPPLIES organized and existing under the laws of the Republic of the Philippines, with principal place of business , of legal age, Filipino Morong, Rizal and office address at EDWIN B. RIVERA , hereinafter referred to as the Proprietor/President/ General Manager, ____ Moreng, Rizal. citizen, single/married, resident of CONTRACTOR WITNESSEIH, That,

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

Repair/Repainting of Ymares School Buildings & Construction of Waiting Shed at Ergy. Pinugey, 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 17 September 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Fight Hundred Thousand Six Hundred (P1,800,646,15), Philippine Currency. Forty-Six Pesos & 15/100

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

- 1. The whole works subject matter of this Agreement shall be completed within (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. 12, s. 2019/RPSB Res. No. 1, s. 2019
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - Drawing, Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 - 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Eight Hundred Thousand Six Hundred Forty-Six Pesos & 15/100 (P1.800.646.15), P

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 Five Hundred Forty Thousand One Handred Ninety-Three Pesos & 85/100 (P 540,193.85) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his
 responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
 period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government 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-tends 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 prejudece to other courses of action and remedies available under the circumstances."

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

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

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

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

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

works is/are located.			
IN WITNESS WHEREOF, the	e parties have hereunto signa tipolo City.	ed this Agreement this	day of
YAKOLER CONSTRUCTION AND SUPE Entity/Firm/Corporation	PLIES RIZAI	, PROVINCIAL GOV	ERNMENT
By:	By:	6	
EDAN B. RIVERA		REBECCA A. YNA	RES
Proprietor/Manager/President	•	Governor	
X2 /-	WITNESSES		
LOLITA B. DEGUZMAN		MA. VICTORYAB.	<u>TEJADA</u>
(NOT	ARIAL ACKNOWLEDGY	TENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.		
BEFORE MF, a Notary Public	e for and in Antipolo City, p	ersonally appeared the	following
Name/Entity	Valid ID Presented	Date	<u>Place</u>
HON, REBECCA A, YNARES	Passport No. P8239281A	Aug. 5, 2028	Manila

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

TIN NO. 428-018-900

NOWIN B. RIVERA

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

Repair/Repainting of Ynares School Buildings & Construction of Waiting Shed at Brgy. Pinugsy, Bores, Rizal

WITNESS MY HAND AND SEAL this 8007 2018 _______ at Rizal Provincial Capitol, Amipolo City.

Doc No. _______ 7

Doc No. ______ 7

Book No. ______ 9

Series 20______ 9

Series 20______ 9

INCLUDE THE ROLL NO. 56320

LIFETIME ROLL NO. 56320



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the: Improvement / Rehabilitation of Electrical Lighting System of Youres Multi-Purpose Covered Court—& Construction of Comfort Room at Brgy. San Juan & Brgy. San Guillermo, Morong, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

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REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Jo. 10.10

Authorized Signature:

Name of the Representative of the Bidder;

EDYAN B. RIVERA

CONSTRUCTION AGREEMENT 20

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

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and the state of t	hin/private corporation, vitry
YAKALER CONSTRUCTION AND SUPPLIES a sole proprietors	hip/private corporation, duly
reservation of the Philippines, v	AID DUDGIDE have or a
organized and existing under the laws of the Republic of the Philippines, v	herein represented by its
and office address at	of legal age, Filipino
	The Ass referred to as the
Proprietor/President/ General Managor, PDMIN B. RIVERS Proprietor/President/ General Managor, Norong, Rizol he	remarker referred to as the
citizen, single/married, resident of Norong, 81291	
CHIZER, SHIGHTIME TO CONTEST That	.,
CONTRACTOR WITNESSETH, That,	
CONTRACTOR	a and a comment in

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 5, 2019

Laprovement/Rehabilitation of Electrical Lighting System of Ymares Multi-Purpose Covered Court & Construction of Cambert Room at Brgy, San Juan & Brgy, San

Guillerso, Morong, 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 17 September 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven Bundred Four Thousand Wine Hundred Thirty-Four (P 704, 934, 19), Philippine Currency. Peros & 19/100

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

- I. The whole works subject matter of this Agreement shall be completed within (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. 12, 8, 2019
 - 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
 - Bid Scourity
 - i, Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 - 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Seven Hundred Your Thousand Mine Hundred Thirty-Four Pesos & 19/100 (P 704,934.19). 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 20
- 5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Eleven Thousand Four Hundred Eighty Posos \$ 26/100 (P 211,480.26) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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 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 ease of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 376, also known as the "Arbitration Law" Provided however. That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 20 to resort to other alternative modes of disputes resolution.

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

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

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

the appropriate court of the city works is/arc located.	y/transicipality of the Province	e of Rizal where the infra-	structure project or
IN WITNESS WHERE 1.1.1 (1) 2019	OF, the parties have hereunted at Antipolo City.	signed this Agreement th	his day of
YAKALER CONSTRUCTION AND Entity/Firm/Corporation	O SUPPLIES 5	RIZAL PROVINCIAL GO	VERMENT
By:	F	iy:	
EDIVIN B. BAVERA Proprietor/Manager/Presi-	dent	REBECCA A. YN.	
94_/-	WITNESSES	/	
LOLITA B. DEGUZMA	<u> </u>	MA. VICTORY B	TEJADA
/	NOTARIAL ACKNOWLE	DGMENT	
REPUBLIC OF THE PHILIPPE ANTIPOLO CITY	NES)) S.S.		
BEFORE ME, a Notary	Public for and in Antipolo C	ity, personally appeared th	e following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A. YNARES	Passport No. P8239281	A Aug. 5, 2028	Manila

EDMIN B. RIVERA TIN NO. 428-018-900

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

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

Improvement/Rebebilitation of Electrical Lighting System of Ynares Multi-Purpose Covered Court & Construction of Comfort Room at Brgy. San/Juan &

Brgy. San Guillermo, Morong, Rizal 18 OCT 2019 WITNESS MY HAND AND SEAL this 18 OCT 2019 at Rizál Provincial Capitol. Antipolo City.

Dac No. Page No.

Book No. Senses 20 4) TV (#75-454) A ADAMOS 20(sc) 170% MAYTA: SO NOTARY PUBL UNTIL DECREMPAR 31, 2019

₽3₽₽O. 11120208A ISP POFIL NO 59320 DESCRIPTION OF PARTY NO. SOCKE

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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 October, 2019.

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the: Repair of Ynares Sch. Bidgs, at San Guillermo Natl. High School, Brgy. San Guillermo, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY B. SORIANO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Sign Company Committee of the Committee	, a sole prop	nictorship/priva	ate corporatio	n, duly
organized and existing under the laws of the Reg	Life of the Distinct	حاديب بالمهارين محجال	aiaut alass s£1	Lucinaca
and office address at Hoven; . It	of Trife Courty)	and herein	represented	by its
Proprietor/Proxident/ General Manager,	of military (company)			
citizen, single/married, resident of	cong, cizel	, 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. 222 1224 0. 1, 1, 1, 2010 namely:

. The of insteer School Fulldings as the Suither's Settembl Righ School, the state of Cullbrane, Postong, Most

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 always. 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. BP55 Res. No. 1, v. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Scennty
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS two Atlition Telecty-Com Thousand today to the contract through the pay to pay to the contract through the pay to pay the contract through the pay to pay the contract through the pay the

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employed of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Bunchred Nine Thousand Four Fundred Pesos 8 91/100 (P 609,400.91) Philippine Correctly, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE,
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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 wolfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will cotitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That dispute that are within the competence of the Construction ladustry Arbitration Commission to resolves shall be

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

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

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

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

IN WITHERS MIEREOF, the parties have hereunto signed this Agreement this _ ____ day of at Antipolo City. S.B. SORIANO CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: SICMEY SORIANO REBECCA A. YNARES Governor & Proprietor/Manager/President WITNESSES B DE GÛZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.

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

Valid ID Presented Place Date Name/Entity Manila HON, REBECCA A, YNARES Passport No. P8239281A Aug. 5, 2028 TIN NO. 233-687-269 SIDNEY SORTANO

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, rofers to the Agreement for:

Repair Of Ynares School Buildings at San Guillermo National High School, Brgy.

San Guillermo, Morong, Rizal as Rizal/Provincial Capitol, WITNESS MY HAND AND SEAL this Antipolo City. SOMAGA AYARAR 100 A NUTSELF Doc No. TAYTAY C A FEEAL FANTIPOLO Page No. UNTENDTARKSERIES 2019 Book No. P1R 8/0, 11120208A ISP ROLL NO. 55320 LIFETIME ROLL NO 98642



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

MR. RENATO C. VILLAROMAN LARD BUILDERS Batas, Rizal

Dear Mr. Villaroman:

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

Construction of Ynares Stage, Impr. / Provision of Movable Bleacher of Ynares Multi-Purpose Covered Court at Brgy, San Isldro & Brgy, Burgos, Rodrigues, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

6-18-10

Authorized Signature:

Name of the Representative of the Bidder:

CENAÇO C. VILLAROMAN

CONSTRUCTION AGREEMENT 22.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and ing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, inferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by EVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organ and Propri	LARD EUILDERS
-	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in ant of the Sangguniang Panlalawigan Ordinance No. 12, \$. 2019 namely:
Cons Mult	cruction of Ynares Stage, Improvement/Provision of Movable Bleacher of Ynares i-Purpose Covered Court at Brgy. San Isidro & Brgy. Purgos, Rodriguez, Rizal
Bid i the c foltor consi	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence dertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive n a public bidding held last 17 September 2019 has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the wing standards set forth in the bid documents, approved plans, program of works and specification in ideration of the amount of Two Million Fifty-Four Thousand Four Hundred Eighty-12 (P. 2,054,481.05), Philippine Currency.
herel	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto- by agree as follows:
D	I. The whole works subject matter of this Agreement shall be completed within venty-Eight (78) calendar days, in accordance with the provisions of the Bid aments, Approved Plans, Program of Works and Specifications and supporting/related documents the are integrated herewith and incorporated herein by way of reference, namely:
•	a. SP Ordinance No. 12, 8, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule
	f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
	 Addenda and Supplemental Bulletins Notice of Award of Contract and the Contractor's Conformity thereto Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
latto	 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the a hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of Agreement in conformity with the province of the Contract;
	3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Million Fifty-Four Thousand Four Mandred Eighty-One Pesos 8 05/100 (P 2,054,481.05). Philippine
Cur	mency, in consideration of the construction and only upon completion of the infrastructure works

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

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

- 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 Six handred Sixteen Thousand

 Three Hundred Forty-Pour Pesos & 32/100 (P 616, 344.32) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty sociarity to guarantee performance of his responsibilities in ease of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8 The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations 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, bours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments'made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That dispute that are within the competence of the Construction Industry Arbitration Commission to resolves shall be





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

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

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

RENATO VILLAROMAN
Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor &

WITNESSES

By:

LOLITA/B. DE GUZMAN

MA, VICTORIAB, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY

) \$.S.

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

Name/Entity Valid ID Presented Date Place

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

RENATO VILLAROMAN TIN NO. 119-041-448

all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free 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, Improvement/Provision of Movable Bleacher of Ymeres Multi-Purpose Covered Court at Brgy. San Isidro & Brgy. Burgos,

Rodriguez, Rizal
WIFNESS MY HAND AND SEAL this 16.00 days
Antipolo City.

ATTY, MARIA SCI CON A AGAMOS

Doc No.
Page No.
Book No.
Series 20 1. 9

ATTY, MARIA SECUTIVE 2004 A GAMOS NOTABY PASS 1, 77, 2010 18-14 TAYTAY CAINOTARY/ARMANDOLO ONTH, DOCSMBER 31, 2010 PTA NO. 41120208A IPP FOST NO. 55320 UFETIME ROLE NO. 99047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019.

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

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORP. that work may proceed on the: Construction of Covered Pathwalk at Sto Niño Elem School, Brgy. Sto. Niño, San Mateo, Rizal effective on the day you received this Notice to Proceed,

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

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

ØS S. GERONIMO

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

09/17/2019 # 24

CONSTRUCTION AGREEMENT 23

KNOW ALL MEN BY THESE PRESENTS:

Tais AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, daly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
D.B. MORADA CONSTRUCTION COMPANY a sole proprietorship/private corporation, daily organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodriguez, Rizal and herein represented by its Proprietor/President/ General Manager, DANDY B. MORADA of tegal age, Filipino citizen, single/married, resident of Sociriquez, Rigal , hereinafter referred to as the CONTRACTOR WITNESSETTI, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, s. 2019 namely.
Construction of Comfort Room at Ynares Multi-Pumpose Covered Court, Motro Wanila Mills, Phose 28, Brgy, san Jose, Rodriguez, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 17 September 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Fight Hundred Thousand Fight Hundred Sixty-Four</u> Pesos 6 93/100 (P 860, 864.93), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within 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. 12, 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 b. Bid Security i. Addenda and Supplemental Bulletins
 Notice of Award of Contract and the Contractor's Conformity thereto Notice of Award of Contract and the Contractor's Conformity thereto 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

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 800, 864.93), Philippine

Fight Randred Thousand Eight Handred Sixty-Four Pesos & 93/100

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty Thousand Two Hundred Fifty-Nine Pesos & 48/100 (P. 240, 259, 48) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

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

works is/are located.	essembly of the Litovince	or Kizh where the intrast	recture project or
ат 1/ М.М.Ба ЗО46 -1E8-E05	, the parties have hereumo : Antipolo City,	signed this Agreement this	s day of
D.E. MORADA CONSTRUCTION Of Entity/Firm/Corporation	CMPASY RE	ZAL PROVINCIAL GOV	ERNMENT
. By	Ву	: &	
DANDY B. MORADA Proprietor/Manager/President		REBECCA A. YNA) Governor 6	RES
Se- '	WITNESSES	-	
LOLITA & DEGUZMAN		MA. VICTORIA B. 1	EJADA
/ · N	OTARIAŁ ACKNOWLED	(
		GIVIE IVI	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.S.		
BEFORE ME, a Notary Pub	lic for and in Antipolo City	, personally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	Aug. 5, 2028	Manita
DANOY B. MORADA			
all known to me and to me known acknowledgment that the same is their present.	to be the same person/s wi r free voluntary set and deed	no executed the foregoing as well as the entity that t	instrument and hey respectively
This instrument, consisting of written and has been signed by the part	f three (3) pages including ies bereto in each and every	this page wherein this ack page hereof, refers to the A	nowledgment is greement for:
Construction of Comfort Room Manila Hills, Phase 2B, Brgy	/• ამშ ლიგნ. Kodrigoe	z. Rizal	
WITNESS MY HAND AND S Antipolo City.	SEAL thisday of	1 8 001 2019 at Rizal Pr	ovincial Capitol,
Doe No. 29	•	Y, MARIA SALVE PUBA	
Page No.	•	NOTARY ROBERT ARMS	(0, 18-14
Book No. J Series 20 //	,	UNTIL DESTRUCTION	2019

PIR NO. 31420208A IOP ROL: 40, 51320 1857**** Test 100 00007



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

MR. DANDY B. MORADA D.B. MORADA CONSTIN. COMPANY Rodriguez, Rizal

Dear Mr. Morada:

The attached Contract Agreement having been approved, notice is hereby given to D.B. MORADA CONST'N. COMPANY—that work may proceed on the:

Construction of Confort Room at Ynares Multi-Purpose Covered Court,

Metro Manila Hills, Phase 2B, Brgv. San Jose. Rodriguez, Rizal offective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

10-18-19

CONSTRUCTION AGREEMENT $_{2arphi}$

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

CSGER CONSTRUCTION CORPORATION a sole proprie	torship/private corporation, daly
organized and existing under the laws of the Republic of the Philippine	s, with principal place of business
and office address at Rodriguez, Rizal, and	herein represented by its
Proprietor/President/ General Manager, CARLOS GENONINO_	, of legal age, Filipino
citizen, single/married, resident of Rodriguez, Rizel ,	herejnafter referred to as the
CONTRACTOR WITNESSETH, That,	•
	•

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 5, 2019 _____namely:

Construction of Covered Pathwelk at Sto. Mino Elementary School, Brgy. Sto. Mino, San Mateo, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 17 September 2019 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Coe Sillion Two Hundred Eighty-Six Thousand Five Hundred Twenty-Four Pesos 8 85/100 (P. 1, 286, 524, 85), Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a, SP Ordinance No. <u>12, 8, 201</u>9
 - 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 fite documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto.
 - k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
 inter 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 Sillion Two Bundred Fighty-Six Thousand Five Bundred Twenty-Four Pesos

 & 85/100 (P.1.286.524.85). 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,

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Eighty-Five Thousand Wine Hundred Fifty-Seven Pesos & 46/100 (P 385,957,46) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his
 responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
 period;
- 7 For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 254 to resort to other alternative modes of disputes resolution.

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR 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 of acts in question or both at the discretion of the Courts.

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the appropriate court of the city/mun works is/are located.	or suit out of the implement	ation of this Agreemen Rizal where the infrast	t, shall belong to nucture project or
	he parties have hereunto sig ntipolo City.	med this Agreement this	sday of
CSGER CONSTRUCTION CORPORAT Entity/Firm/Corporation	10N RIZA	AL PROVINCIAL GOV	ERNMENT
By: GREG	By.		
CARLES GERONIMO Proprietor/Manager/President	_	REBECCA A, YNA Governor d	- W. D
LOLITA B. DE GUZMAN	WITNESSES	MA. VICTORIA B.	TEJADA
/ NO	TARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.		
BEFORE ME, a Notary Publi	ic for and in Antipolo City,	personally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239231A	Aug. 5, 2028	Manita
CARLOS GERONIMO	TTN NO. 009-082-73	2	

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 doed as well as the entity that they respectively present.

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

written and has been signed by the parties hereto in	each and every page hereof, refers to the Agreement for:
Construction of Covered Pathwalk at	Sto. Nino Elementary School, Brgy. Sto.
Nino, San Meteo, Rizal	\$ DCT - 266
WITNESS MY HAND AND SEAL this _	day of at Rival Provincial Capuol
Antipolo City.	100-
Doc No. 4	ATTY, MARCANEL DISTANCE ADAMGE.
Page No. Z	NOTARY HERE . A hit has the en-
Book No. / S	TAYTAY SHOTARY PUBLICATION OLO
Series 20] //	UMP NE BROOK (0.04 \$1, \$910)
	PAR NO DESTRUCTION
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	LIFETIME ACTION 09047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

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

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES that work may proceed on the:

Asphalt Contlains (outling) of B. Mariana St. Brev. Sta. Ana. San Mateu. Bi

Asphalt Overlaying (portion) of B. Mariano St., Brgy, Sta. Ana, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

DEBECCA YVNADES

Covernor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidden

PRICKET S MINN

CONSTRUCTION AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
JRD-D ² ENTERPRISES a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Tanay, Rizel and herein represented by its Proprietor/President/ General Manager, PORFIRIO MINA of legal age, Filipine ettizen, single/married, resident of Tanay, Rizel hereinafter referred to as the
citizen, single/married, resident of Tanay, R1291, heremater referred to as uncontractor witnesseth, That,
WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sangguniang Pantatawigan Ordinance No. 12, 2, 2018
Asphalt Overlaying (portion) of B. Mariano St., Brgy. Ste. Ame, San Mateo, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 17 September 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of Seven Militon Eighty-Five Thousand Four Hundred Fight Pesos & 82/100 (P /, 085, 408.82), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heretothereby agree as follows:
I. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bi Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 12, s. 2019 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications c. Construction Schedule
f. Remest for Expression of Interest
 Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes
L Did Committee

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i, Addenda and Supplemental Bulletins

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Million Eighty-Five Thousead Four Hundred Eight Pesos & 82/100

(P 7.085,408.82). 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 to 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 Million One Hundred Twenty-Five Thousand SEx Fundred Twenty-Two Pesos & 65/100 2,125,622.65 Philippine Correcty, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
 - 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period:
 - 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
 - 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

5 . 5°

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

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

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

By:

Entity/Firm/Corporation

PORFIRIO MINA

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

Βy.

RESECCA A. YNARES
Governor ₹

WITNESSES

LOLITA B. DE CIZMAN

MA. VICTORIA B. TELADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY

) S.S.

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

Name/Entity

Yalid ID Presented

Date
Place

HON REDECCA A. YNARES

Passport No. P8239281 A

Aug. 5, 2028

Manita

PORFIRIO MINA

TIN NO. 154-422-889

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

Asphalt Overlaying (portion) of S. Mariano St., Brgy. Sta. Ana, San Mateo, Rizal

WITNESS MY HAND AND SEAL this 1 6, 00 Logold at Rizal Provincial Capitol, Antipolo City

Doc No. 28 Page No. 8 Book No. 5 Series 20 ANTY, GARRE, SA TOYA ADAM NOTARE ROLL NO 18-14 TAYTAY CARREST SALE OF ANTIPOLO UNUI, DENDIKAY MIB**ERU⁹** PER NO. 11-1/200A

IDD 80% NO 65329 USETWYS ROWN YO 99047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

MR. VICTOR C. PIGUING VIAN BUILDERS Tanay, Rizal

Dear Mr. Piguing:

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

Imprv/Repainting of Ynorex Multi-Purpose Covered Court at Cayabu Elem.Sch., Brgy, Cayabu, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very Iruly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

09/17/2019 # 26

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This AGREEMENT made and circuity and by and by
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
VIAN BUILDERS a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and berein represented by its
The Collection of the Population of the Philippines, with principal place of business
organized and existing funder the taws of the Republic of and herein reorganized by its
organized and existing under the laws of the Republic of the Finisphines, the process of the Republic of the Finisphines, the process of the Republic of the Finisphines, the process of the Republic of the Finish and
Proprieton/President/ General Manager, VICIDR PROPRIET
and office address at Tanay, Rizal and nestit to the proprietor/President/ General Manager, VICIOR PIGHING of tegal age, Filipino bereinafter referred to as the citizen, single/married, resident of Tanay, Rizal bereinafter referred to as the
CONTRACTOR WIINESSETIL That
in front purpose a should be constructed in
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in namely:
pursuant of the Sangguniang Panlalawigan Ordinance No12, _s. 2019namely:
Kaprovement/Repainting of Ynares Multi-Purpose Covered Court at Cayebu
Elementary School, Brgy. Cayabu, Tanay, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said intrastructure works, has occur declared as detected and binds itself to undertake Bid in a public bidding held last 17 September 2019 has accepted and binds itself to undertake
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consideration of the amount of Seven Burnered Sevent years in the Translation of the amount of Seven Burnered Sevent years in the Translation of the amount of Seven Burnered Sevent years in the Translation of the amount of Seven Burnered Sevent years in the Translation of the amount of Seven Burnered Sevent years in the Translation of the amount of Seven Burnered Sevent years in the Translation of the amount of Sevent Burnered Sevent years in the Translation of the Amount of Sevent Burnered Sevent years in the Translation of the Amount of Sevent Burnered Sevent years in the Translation of the Amount of Sevent Burnered Sevent years in the Translation of the Sevent Burnered Sevent years in the Translation of the Sevent Burnered Sevent years in the Translation of the Sevent Burnered Sevent years in the Translation of the Sevent Years in the Translation of the
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NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Decuments, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
a SP Ordinance No. 12, 8. 2019
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
c. Construction Schedule
5 Turney of Veterant
f. Request for Expression of Interest. g. Bidding Documents including all the documents/statements contained in the winning.
g. Bidding Documents Rendered and the december of
bidder/s two (2) bidding anvelopes
h, Bid Security
i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto
j. Notice of Award of Contract and the Contractor's Court of the k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
k. Credit Line Certificate/NFCC/Certificate of Calai Deposit Manager of
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 coverants to pay the CONTRACTOR the amount of PESOS

5even Bundred Seventy-Four Thousand One Bundred One Peros & 38/100
(P 774,101.38

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

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract,
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Handred Thirty-Two Thousand Two Handred Thirty Pesos & 41/100 (P. 232, 230, 41) Philippine Currency, in the form of Performance Rond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, z Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restination shall be applicable in the implementation of this Agreement;

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

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

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referred thereto: The process of arbitration under the foregoing taw shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing 76 to resort to other alternative modes of disputes resolution.

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

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

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

IN WITNESS WHEREOF, the	parties have hereunto signed ti ipolo City.	his Agreement this _	day of
VIAN BUILDERS Entity/Firm/Corporation	RIZAL PR	ROVINCIAL GOVE	RNMENT
By: //CTOR #IGUING Proprietor/Manager/President	By:	5 EBECCA A. YNARI Governor	ls.
LOLITA BLOE GUAMAN NOT	WITNESSES M ARIAL ACKNOWLEDOMEN	<u>a victoria</u> b te	EJĄDA
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.		
BEFORE ME, a Notary Public	for and in Antipolo City, pers	onally appeared the f	ollowing
Name/Entity	Yalid ID Presented	Date	Place
RON, REBECCA A. YNARES	Passport No. P8239281 A	Aug. 5, 2028	Manila
AICLOS LICODA	TIN NO. 244-209-971		

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

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

Improvement/Repainting of Ynares Multi-Purpose Covered Court at Cayabu Elementary School, Brgy. Cayabu, Tanay, Rizal

EIRET MET INSIGNAL NO 199047



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

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

Dear Mr. Francisco:

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

Repair/Repainting of Yuares School Buildings at Cayabu Elem. School, Brgy. Cayabu, Tanay, Rital effective on the day you received this Notice to Proceed.

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

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

Very (ruly yours,

REBECCA X. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

14mm

09/17/2019 # 27

CONSTRUCTION AGREEMENT 22

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing u Circumfer	he PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and under Republic Act No. 7168, with scat of government at the Rizal Provincial Capitol, cential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by RNOR, HON, RESECCA A. YNARES, herein referred to as the PROVINCE; and
and office Proprietor, citizen, s	G.P.F. CONSTRUCTION and existing under the laws of the Republic of the Philippines, with principal place of business of address at Cardona, Rizal, and berein represented by its President/ General Manager, CECIL P. FRANCISCO of logal age, Filipino ingle/married, resident of Cardona, Rizal, hereinafter referred to as the CTOR WITNESSETH, That
	HEREAS, the PROVINCE declares that certain infrastructure works should be constructed in fithe Sangguniang Pantalawigan Ordinance No. RPSB Res. No. 1, s. 2019 namely:
	epsinting of Ymares School Suildings at Cayabu Elementary School, Brgy. Menay, Rizal
to undertal Bid in a p the constr following considerat	HEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence ke the above said infrastructure works, has been declared as the Lowest Calculated Responsive ublic bidding held last 17 September 2019 has accepted and binds itself to undertake uction and completion of the above said infrastructure works strictly in accordance with the standards set forth in the bid documents, approved plans, program of works and specification in the amount of Che Million Six Rundred Sixty-Two Thousand Two Thirty-Three Pesos & 81/100 (P1,652,233.81), Philippine Currency.
	OW, THEREFORE, for and in consideration of the foregoing premises, the parties become region as follows.
Document	The whole works subject matter of this Agreement shall be completed within https://ixty060_) calendar days, in accordance with the provisions of the Bid s, Approved Plans, Program of Works and Specifications and supporting/related documents integrated herewith and incorporated herein by way of reference, namely:
b. c. d. e. f. b. i, i k.	SP Ordinance No. RPSB Res. No. 1, s. 2019 Certificate of Availability of Funds Scope/Program of Work and Detailed Estimate Drawing, Plans and Specifications Construction Schedule Request for Expression of Interest Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes Bid Security Addenda and Supplemental Bulletins Notice of Award of Contract and the Contractor's Conformity thereto Crodit 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

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

(P 1,662,233.91), Philippine

latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of

One Million Six Gundred Sixty-Two Thousand Two Hundred Thirty-Three Pesos &

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

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

this Agreement in conformity with the province of the Contract;

81/100

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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 fandred Ninety-Eight Thousand Six Hundred Seventy Pesos & 14/100 (P 498,670.14) Philippine Currency in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE,
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement,

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

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

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

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

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

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

HEREOF, the parties have hereunto signed this Agreement this ___ at Antipolo City. C.P.F. CONSTI RIZAL PROVINCIAL GOVERNMENT Entity/Firm/6 By: By: ŒÚ, P. REBECCA A. YNARES Governok-WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ΑΝΤΙΡΟΊΟ CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Phoc Valid ID Presented Date Name/Entity Aug. 5, 2028 Manila HON, REBECCA A. YNARES Passport No. P8239281A CACIL P. FRANCISCO TIN NO. 124-335-980

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively 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 Ymares School Buildings at Cayabu Elementary School, Brgy. Cayabu, Tanay, Rizal

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WITNESS MY HAND AND SEAL (b)		day of, at Rizal Provincial Capitol.
Autipolo City		ATTY HAS A STOME TYPE SOME.
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

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

Dear Mr. Francisco:

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

Construction of Comfort Room, Demountable Stage, Improvement of Stage & Repainting of Perimeter Fence & Gate at Brgy. Plaza Aldea & Brgy. Tundang Kutyo, Tanay, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA X. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

09/17/2019 # 28

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMEN! made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Curcumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
C. P. CONSTRUCTION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of husiness and office address at <u>Cardona, Rizal</u> , and herein represented by its Proprietor/President/ General Manager, <u>CECIL P. FRANCISCO</u> , of legal age, Filipino citizen, single/married, resident of <u>Cardona, Rizal</u> , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 9, 2019 namely:
Construction of Comfort Room, Demountable Stage, Improvement of Stage & Repainting of Perimeter Fence & Cate at Srgy. Plaza Aldea & Brgy. Tandang Kutyo, Tenay, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding beld last 17 September 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Sinety-Four Thousand Three Hundred Twenty-Six Peros & 80/100 (P. 1,094, 326.80), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within 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. 12, 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 b. Bid Security i, Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby 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 coverants to pay the CONTRACTOR, the amount of PPSOS One <u>Fillion Ninety-Four Thousand Three Handred Twenty-Six Fesos & 80/100</u> (P 1,094,326,80). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Twenty-Eight Thousand Two Bundred Ninety-Eight Pasos & 04/100 (P 328,298.04) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated betweenth, 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 restriction shall be applicable in the implementation of this Agreement:

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

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

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

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

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

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

Jurisdiction over civil case or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. NWEINERBOYHERBOF, the parties have hereunto signed this Agreement this _ at Antipole City. G.P.F. CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By; Bv' REBECCA A. YNARFS roprietor/Manager/Fresident Governor & WITNESSES BLEE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Płacc Vatid ID Presented Date

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

Passport No. P8239281A

TIN NO. 124-335-98G

HON REBECCA A, YNARES

COCIL F. FRANCISCO

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

Construction of Confort Room, Demountable Stage, Improvement of Stage & Regarding of Perimeter Fence & Cate of Brev. Plaza Aldea & Brev. Tendana Kutvo, Tapay, Rigal

r represent telling a date at utila.	rigze Aidee & Sigy. Lendeng Lucyo, 1886	9y, KJ2
WITNESS MY HAND AND SEAL this	6 OCI 2019 at Rizal Provincial	Capitol,
Antipolo City.		
Doc No. / ·	ATTY MARIA SALVE PURAYA ADAMOS	٤
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NOTARY FUBLIC CNULTO, 1887101 600 #187900000000000 #56.806000000000 USSSEED 00000048

Aug. 5, 2028

Manila



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

MR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Mr. Villaroman:

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

Construction of 3-Senter Comfort Rooms & Installation of Solar Streetlights at Brgy. Cayabu & Brgy. Cayabu & Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on: Jo

Authorized Signature:

Name of the Representative of the Bidder

ENATO'C VILLAROMAN

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Bayes, Rizol and berein represented by its Proprietor/President/ General Manager. RENATO VILLAROMAN of legal age, Filipine efficien, single/married, resident of Contract of Cont
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 12, 8, 2019 namely:
Construction of 3-scater Comfort Rooms & Installation of Solar Streetlights et Brgy. Cayabo & Brgy. Coyambay, Tency, 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 beld last 17 September 2019, has accepted and binds itself to nedertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Two Hundred Eighty-Four Thousand One fiundared Torse Pesos & 41/100 [P 1,284,103,41], 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 Sixty (60) calendar days, in accordance with the provisions of the Bid Occuments, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 12, 5. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
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 bureby coverants to pay the CONTRACTOR the amount of PESOS One Million Two Eundred Eighty-Four Thousand One Hundred Three Pesos & 41/100 (P. 1,284,103,41), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- The CONTRACTOR watrants 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 blundred Eighty-Five Thousand Two landred Thrirty-One Pesos & 02/100 (P 385, 231.02) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

Without prejudice to administrative 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.

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

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

VHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. LARD BUILDERS RIZAL PROVINCIAL GOVERNMENT Butity/Firm/Corporation By: rînayê/ MILLAROMAN REBECCA A. YNARES Proprietor/Manager/President Governor 3 WITNESSES DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.

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

<u>Place</u> <u>Date</u> Name/Entity Valid ID Presented Passport No. P8239281A Manila HON RESECCA A YNARES Aug. 5, 2028 RENATO VILLAROMAN TIN 119-041-448

all known to me and to me known to be the same person/s who exceuted 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 3-seater Comfort Rooms & Installation of Solar Streetlights at Ergy. Cayabo & Brgy. Coyambay, Tanay, Rizal

WITNESS MY HAND AND SEAL day B' (1) 2015 at Rizal Provincial Capitol, Antipolo City. MADA AYARIN SHARAKIYIYA Markon mikilik bo'aran Karak √Я МІЛАΥА Δ**ОΑМ**ОS Doc No. Page No. TAYTAT NOTARY PUBLIC ANTIPOLO Book No UNTH, DECEMBER 31, 2010 Series 20 PTR 80, 11 (4)2384

IDP ROLL NO E3320 LIFETIME ROLL NO 19947



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 October, 2019

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

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 Stock Room & Improvement of Electrical Lighting System of Ynares Multi-Purpose Covered Court at Brgy. May-Iba & Brgy. Priaza, Teresa, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

10 16 19.

Authorized Signature:

Name of the Representative of the Bidder:

FERAΣĎ KENN SJ. BIŁOG

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, thily organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, herein referred to as the PROVINCE; and
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, GERALD KENN S. J. BILOG, of legal age, Filipino citizen, single/married, resident of Morong, Rizel, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. 12, 9, 2019 namely:
Construction of Stock Room & Improvement of Diectrical Lighting System of Impres Multi-Purpose Covered Court at Brgy. May-Iba & Brgy. Prinze, Teresa, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 17 September 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved place, program of works and specification in consideration of the amount of Seven Hundred Fifty-Two Thousand Five Hundred Eighty Five Pesos 8 36/100 (P 752,585.36), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Fifty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:
a. SP Ordinance No. 12, s. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule
 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding envelopes h. Bid Security
 Addends and Supplemental Bulletins Notice of Award of Contract and the Contractor's Conformity thereto Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Bundred Fifty-Two Thousand Five Bundred, Eighty-Five Fesos 8 38/100 (P 752,585.36), 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;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, in 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 resend or terminate the contract, without projedice to other courses of action and remedies available under the circumstances."

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

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

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

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

Jurisdiction over civil case or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/arc located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 2019: at Antipolo City. RIZAL PROVINCIAL GOVERNMENT GKB BOILDERS Entity/Firm/Corporation By: By: KUNN S.J. BILOG REBECCA A. Governor) Proprietor/Manager/President WITNESSES B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Pla<u>ce</u> Valid ID Presented Date Name/Enrity Aug. 5, 2028 Manila Passport No. P8239281A HON, REBECCA A. YNARES GERALD KENN S.J. BILCG TIN NO. 196-519-323 all known to me and to me known to be the same person's who exceuted 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 notice and has been gigned by the carries begat in each and every page hereof, refers to the Agreement for:

written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of Stock Room & Improvement of Electrical Lighting System of

Ynares Multi-Purpose Covered Court at Brgy. Ney-Iba & Brgy. Prinza, Teresa, Rizal

1:6 OCT 2016;

WITNESS MY HAND AND SEAL this _______ at Rizal Provincial Capitol.

Senes 20<u>7</u>9

UNTIL DECEMBER 31, 2019 PTR NO. 11120268A IBP ROLL NO. 55320 LIFETIME ROLL NO. 09847