

NOTICE TO PROCEED

13 November, 2019.

MS. MARIA VICTORIA S. ROXAS MARROX TRADING AND CONSTRUCTION Binangonan, Rizal

Dear Ms. Roxast

The strached Contract Agreement having been approved, notice is hereby given to MARROX TRADING AND CONSTRUCTION—that work may proceed on the Construction of 1-storey Ynares Multi-Purpose Bldg. & Repair & Improvement of Ynares Multi-Purpose Covered Court, Stage & Fence at Brgs. Dela Paz, 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,

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

16.101-19

Authorized Signature:

Name of the Representative of the Bidder:

MARÍA VICTORIA S. ROXAS

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 Capital 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 **Bianagers**, Rimit** and herein represented by it Proprietor/President/ General Manager, **Na. VICTORIA ROLLS** of legal age, Filipin-citizen, single/married, resident of **Bianagers**, Plack** 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. 45, a. 2012 ramely:
Construction of Cateroy Impros Multi-Purpose Delicing and Repair and
Improvement of Imares Malti-Parpess Garared Court. Stage and Femor at
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 Cot 16, 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 to consideration of the amount of Cot Hillion Six Boulet 71fty 71vn T houseast
Two Pesce & 59/100 (P 1.695.002.56), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed with E texts (50) calendar days, in accordance with the provisions of the B
Documents, Approved Plans, Program of Works and Specifications and supporting/related document
Documents, Approved Plans, Program of Works and Specifications and supporting/related documer which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. 25, 2, 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 bidden's two (2) bidding covelopes 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, to

this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Cas Million Six Rendred Fifty Five Thousand Dec Penps 1 5000059), 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 constact 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 scenre this Contract;
- 5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Fear Busined Fisch 54x Theorems 174/100 (P 196,500,77) Philippine Currency, in the form of Performance Security 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;

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 resend or tenninate 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 assurated 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 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 hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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 acus in question or both at the discretion of the Courts.

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

Jurisdiction over civil case or suit out of the implementation of this Agreement, shall belong to IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this __ O 8 NOV 2019 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT <u>MAROKE TEMPINA AND COMPTRICTION</u> Entity/Firm/Corporation Dy: By: REBECCA A. YNARES BOYA 5 Governor 5.... Proprietor/Manager/President WITNESSES LOLTTA A. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) 5.5. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity Manila HON REBECCA A. YNARES Passport No. P8239281A Aug. 5, 2028 MA. VICTORIA ROXAL 237-191-511 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 nresenti. written and has been signed by the parties hereto in each and every page betoof, refers to the Agreement for:

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

Construction of t Storey Frances Hulti-Purpose Building and Repuls and Improvement of Ymapos Multi-Purpose Severed Court, Stage and Ponce at Brgy. Din Pan Antipale City

day of 1 3 NOV 2019 Rizal Provincial Capitol, WITNESS MY HAND AND SEAL this Antipole City. USANA NEAMOU

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NOTAR (Made: 2001, NO. 18-14 TAY LAY NUTARY PUBLIC AR SPOLO ON THE DIRECT STATES 31, 2019 pyg 705, 401/20**208A** mp (60%), (10, 503**20**,

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EISETHER NOUL NO 09047



NOTICE TO PROCEED

13 November, 2019

MR. CHARLES JEISON B. JAVIER CJBJ CONSTRUCTION AND SUPPLIES Taytay, Rizal

Dear Mr. Javier:

The attached Contract Agreement having been approved, notice is hereby given to CJBJ CONSTRUCTION AND SUPPLIES that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center & A Repair of 2-storey Youres Multi-Purpose Bidg. at Antipola City & Cointa, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

11-14-15

Authorized Signature:

Name of the Representative of the Bidder:

JESON B. JAVIER

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, licrein referred to as the PROVINCE; and
CJES Comperation and Emprison , a sole proprietorship/private comporation, duty
organized and existing under directory the Ropublic of the Philippines, with principal place of business and office address at Charles Inleed D. Joseph herein represented by its Proprietor/President/ General Manager Layboy, Rivel., of legal age. Filipino entreed, resident of hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pandalawigan Ordinance No. Construction/Province of Fach Facility (Nater, Schitzzion & Migisse) for Facility (Nater, Schitzzion & Migisse) for Facility (Nater, Schitzzion & Migisse) for Facility of Sanggunian of Sanggunian Sanggunian & Sanggunian of Sanggunian Sanggunian & Sa
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last, has accepted and binks itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the sit declarates, in this bid prints in greater of works and speculation in Scansilla and the site of the same of works and speculation in Scansilla and the site of the same of works and speculation in the site of the same of works and speculation in the same of
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
a. SP Ordinance No
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; Con Millyon 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 Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

- 4. The CONTRACTOR warrants that he has not given 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 Them Harris Treat The Theorem (Post 760 to 1) Philippine Currency, in the form of processes and 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 same and at his own expense, copy of which shall be provided the PROVINCE:
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without 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 Art 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 $\, {\cal V} \,$ 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 sarctions 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/municip works is/are located.	pality of the Province of Rizal where the infrastructure project or
IN WEINESS WHEREOF, the	parties have hereunto signed this Agreement this day of polo City.
CINI CONSTRUCTION AND MEDITES	RIZAL PROVINCIAL GOVERNMENT
Entity/Firm/Cosporation	
By:	By:
CHARLES SETTING B. SAVIES	REBECCA A. YNARES
Proprieto Makager/President	Governor
12-	WITNESSES
LOLITA E. DE GUZMAN	<u>ma, victoria b. Tejada</u>
NOTA	ARIAŁ ACKNOWLEDGMENT
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.
BEFORE ME, a Notary Public:	for and in Antipolo City, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	Aug. 5, 2028	Manila
CHARLES JETSIN & JAPER			

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 présété.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction/Provision of West Positition(No ter,Senitation and Tygione) for Propuntion Conterend Repair of 2 Storey Taures MeltinPuryose Midg. at Antipole City and Coints. Minn Gity and Cointe.

and mirr continued straint	4.6.5
WITNESS MY HAND AND SEAL this	day of 1 3 MOV 2019a Rizal Provincial Capito
Antipole City.	· 080~~X
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NOTICE TO PROCEED

13 November, 2019.

MR. MARIO SA, MATEO M.J. BEVANT CORPORATION Morong, Rizal

Dear Mr. Mateo:

The attached Contract Agreement having been approved, notice is hereby given to M.J. BEVANT CORPORATION that work may proceed on the

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Nayon Silangen Subd., Brgy. Dalig, 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.

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

MARIO SA, MATEO

CONSTRUCTION AGREEMENT 3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 Herene, Mario and herein represented by its Proprietor/President/ General Manager, citizen, single/married, resident of CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15. 1. 2019 namely:
Comptruction/Provision of Wash Partlition(Water,Semitation and Myglems) for Researtion Conter at Mayong Silangen Subdes Brays Duling Antipole 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
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 (
a. SP Ordinance Noqs2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule
 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security
 i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's 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 laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Series Bundred Minery Two Thomassed Four Bundred Series 2 68/100 Delication
Currency, in consideration of the construction and only upon completion of the infrastmeture works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the

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

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- 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 Tea Rendered Thirty Serve Theorems Serves Theorems (P 297.744.20) 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 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;

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, rominum 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 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 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.

IN WITNESS WHERE OF, the parties have bereinto signed this Agreement this ______ day of az Antipolo City. RIZAL PROVINCIAL GOVERNMENT atity/Firm/Corporation By: By: REBECCA A. YNARES Governor ** Proprietor/Manager/President WITNESSES DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE MB, a Notary Public for and in Antipolo City, personally appeared the following Place <u>Date</u> Name/Entity Valid ID Presented Aug. 5, 2028 Manila HON, REBECCA A, YNARES Passport No. P8239281A 007-352-154 MARIO NA TES.

all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary not and deed as well as the entity that they respectively presenti.

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

Construction/Provision of Wash Parilities (Water, Senitation and Hygiene)
for Expension Conten at Marone Silmenn Subd., Bory, Delig. Antipolo City

THE RADIOTENSE ASSESSED BY MANAGE ATTEMPT	The state of the s
WITNESS MY HAND AND SEAL this Antipolo City. Doe No/7/ Page No/4/_ Rock No/ Series 20//	day of 13 NOV 2014 Rizal Provincial Capitol. ATTY: 167-30 ATTA ADAMOS NOTARY III ATTA ADAMOS TAYTAY NOTARY 1001-161, 2019
	PNR NO 11120226A IBP ROLLING 55320 LIFETAIC ROLLING 09047
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NOTICE TO PROCEED

13 November, 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 Impro/Repainting of Ynares Multi-Purpose Covered Court at Rosario Village, Brgy. San Isidro, Angono, Rizal effective on the day you received this Notice to Proceed

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

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

Very finity yours,

REBECCA DYNARES

I acknowledge receipt of this Notice on-

1<u>114-1</u>0

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT //

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVENCIAL 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 conter P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON RESECCA A. YNARES, berein referred to as the PROVINCE; and

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangotom , Risel , and herein represented by its Proprietor/President/ Ocneral Manager, LAURO UNIADAS , of legal age, Filipino citizen, single/married, resident of Plannyous , Mass , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalowigan Ordinance No
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

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

The whole works subject matter of this Agreement shall be completed within Ninety Two (92) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 15, 2, 2019
- b Cortificate 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 Cae Killica Seven Bundred Twenty Three Themsand Five Bundred Minaty Four Pesos.

 6. 73/100

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to the 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 PFSOS Five Handred Seventse.

 Seventy Fight Peace & 42/400 (P = 17 0.78 ha) Philippine Cerrency, 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. Comractor 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. 7(60, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 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 recanings 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.

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.

to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the 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 bereinto signed this Agreement this ____ 0 8 NOV 2019 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT KIT UBLADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation Bγ . By: REBECCA A. YNARES TETADAS ATTRO No. Gavernor Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following <u>Date</u> Place Name/Entity Valid ID Presented

Manila HON, REBECCA A. YNARES Passpon No. P8239281A Aug. 5, 2028 LAUSO N. DECADAS 008-210-589

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 not and deed as well as the entity that they respectively present.

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

Improvement/Respirating of Tauras Multi-Purpose Covered Court at Reservic Village

irgy San Inidro, A ageno, Rival	- Para Anna Anna Anna Anna Anna Anna Anna A
WITNESS MY HAND AND SEAL this	day of 13 NOV 20 WRizat Provincial Capitol,
Antipole City. Doc No. 007 Page No. 7/07 Block No. 14 Senes 20 1	ATTY, MICH. POLICE POLICE AYA ADASIC A NOTAR, CONCERNIA POLICE POLICE ON THE DOLONG POLICE ON THE DOCUMENTARY POLICE PARTIES. S4, 2019 PYR 140, 11120208A IBP ROLL NO. 55320

CISETIME SOLL NO 69047



NOTICE TO PROCEED

13 November, 2019

MS. REMEDIOS M. ANTAZO A.R.L.A. CONSTRUCTION Binangonan, Rizal

Dear Ms. Antezo:

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygione) for Evacuation Center at Richmond Subd., Brgy. San Isidro, Angono, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA X. YNARES

I acknowledge receipt of this Notice on:

_ (<u>1-144-1</u>4

Authorized Signature:

Name of the Representative of the Bidder.

REMEDIOS M. ANTAZO

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
A.R.L.A. 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 Binangenan, Right and herein represented by its Proprietor/President/ General Manager, REMEDIOS ANTAZO of logal age, Filipino citizen, single/married, resident of Binangenan, Right hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pantalowigan Ordinance No
Construction:Provision of Wash Pasilities(Water, Sanitation and Hygiene) for Evacuation Center at Richmond Subdivision, Brgy. San Isidro, Angono, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last October 18,2019, 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 Bight Bundred Thirteen Thousand Seven Bundred Eighty Five Peace & 37/100 (P.813.285.37), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto bereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Seventy (70) calcular days, in accordance with the provisions of the Bid. Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 15, 5, 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 b. Bid Security
 i. Addends and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 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 Thousand Seven Sundred Eighty Five Peace & 37/400 (P.813.785.37). 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 scenarity of PESOS Two Bundred Forty Four Thomsand Case Rundred Tairty Five Pesos & 69/100 (P 244-135.61) 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 restitution shall be applicable in the implementation of this Agreement;

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

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

WITNESS WHEREOF, the parties have hereunto signed this Agreement this _ 0 8 NOV 2019 at Antipolo City at Antipolo City. RIZAL PROVINCIAL GOVERNMENT A.R.L.A. CONSTRUCTION Entity/Firm/Corporation By. By: REBECCA A. YNARES roprictor/Manager/President Governor y WITNESSES <u>(DE GUZMAN</u> NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Name/Entity Valid ID Presented Manila Aug. 5, 2028 HON, REBECCA A, YNARES Passport No. P8239281A REMEDIOS ANTAZO <u> 232-760-070</u>

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 oresent,

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

Construction/Provision of Wash Familities (Water, Sanitation and Eygiene) for Evacuation Center at Richmond Subs., Brgy. San Isidro, A ngono, Risel

___ _day of 1 3 NOV 2019 at Rážal Provincial Capitol. WITNESS MY HAND AND SEAL this ___ Antipole City. орила Арамов 12/07 ASSPT. RC. 18-14 ngta/C**₽**/ Doc No. TAYTAY CAINTS SEAT JAN DEOLO UNTIL DEOL! BER 31. 2019 Pape No. Book No. UNTIL DEC Series $20 \, \text{T}$ PIR №3, 41120208A 銀角 80%UNO. 55320 LIFETIME ROLL NO 09047



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

13 November, 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 Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Grandvalley Subd., Phase 3, Brgs. Mahabang Parang, 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

Lacknowledge receipt of this Notice on:

11-14-16

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O. AOUINO

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, 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 Binarycean , Rice1 , and herein represented by its
Descriptor Provident / General Manager of Titro Activities of Jegal age, Filipino
Proprietor/President/ General Manager, CLIVER ACUTIO, of legal age, Filipino citized, single/married, resident of Binagemen, Piece, hereinafter referred to as the
CONTRACTOR WITNESSEIH, That,
•
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
Construction/Prevision of Vach Familities(Nater, Semination and Hygiene) at Grandvalley Subdivision, Phase 3, Brey. Habsbang Parang, Angono, Rival
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
and the state of the second section of the second section is a second section of the Lorentz Colombia of Responsive
Bid in a public bidding held last October 1 8, 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 Etrat Hundred The Target The Amount of Strate Hundred
consideration of the amount of Bight Hundred Their Tares Thomas Pive Handred Fifty Seven Peace & 30 /100 (1833,597,30), Philipping Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
. 1. The whole works subject matter of this Agreement shall be completed within
Seventy (70) calendar days, in accordance with the provisions of the Bid
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents
which are integrated berewith and incorporated herein by way of reference, namely;
a, SP Ordinance No. 15, 0, 2019
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
c. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the witning
bidder/s two (2) bidding envelopes
h, Bid Security
i. Addenda and Supplementat 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 Eight Bundred Thirty Three Thousand Five Hundred Fifty Seven Pages A 30/100 (P 893,557,30), Philippine

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

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to seeme this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS to Rundred Fifty Thursday Sixty Eaven Pasos & 19/100 (P.250.067.29) Philippine Currency, in the form of Parformance Bend 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.

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's 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 afforementioned 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 entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all 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 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. WHEREOF, the parties have hereunto signed this Agreement this _ 2019 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT OLIVER ACTION CONSTRUCTION
Entity/Firm/Corporation Ву By: REBECCA A. YNARES OLIVER ADULTO Proprietor/Managen/President Governor WITNESSES <u>ma, victoria/b</u> /DE COUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Plage Valid ID Presented Date Name/Entity Manila HON, REBECCA A. YNARES Passport No. P8239281A Aug. 5, 2028 OKINES WASHING 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 bereto in each and every page hereof, refers to the Agreement for:

Comstruction/Provision of Wash Fasilities(Water, Sanitation and Hygiens) at Grandvalley Subda, Mass 3, Bray, Mahabang Parang, Angono, Rical

WITNESS MY HAND AND SEAL this ______ day of 3 NOV 2019 at Rival Provincial Capitol.

Antipole City.

ATRY, MARKET PARTY AND AND AND SERVE NO. 100. 134.14

Page No. 14 YEAR SERVE AND AND SERVE NO. 14 YEAR SERVE NO. 15 YEAR SERVE NO. 15

IBP ROLL WO 53320 LIFETIME ROW, NO 09047



NOTICE TO PROCEED

13 November, 2019

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

Dear Ms. Marron:

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

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

Improvement / Repainting, Repair of Electrical Lighting System of Ynares Multi-Purpose Covered

Court & Ynares Stage at Brgy. Macamot & Brgy. Tayuman, Rinangonan, Rical

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,	
REBECCA A YNARES Governor	
Lacknowledge receipt of this Notice on:	_ 11-143-49
Authorized Signature: Name of the Representative of the Bidder:	ŁAURA L. MARRON

CONSTRUCTION AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L.L. MARNON CONSTRUCTION AND TRADING a	sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of	the Philippines, with principal place of business
and office address at Binangonan, Rizal	and berein represented by its
Proprietor/President/ General Manager,LAURA_L!	HARRON of legal age, Filipino
citizen, single/married, resident of Elmangonan	, 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 No. 15, 8, 2019 _______ namely:

Improvement/Repair/Repainting of Electrical Lighting System of Ymeres Multi-Furnose Covered Court and Ymeres Stage at Brgy. Mecamot and Brgy. Tayunan, Binangonan, 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 18 October 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 Hundred Sixty-Nine Thousand Torse Hundred Forty-Eight Peros 5 25/100 (P 1,169,348.26), 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-Two (72) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 15, s. 2019
 - b, Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest.
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Scenity
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line 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 One Randred Sixty-Nice Thousand Three Handred Forty-Eight Pesos 5 26/100 (P 1,169,348,26), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Handred Fifty Thousand Eight Hundred Four Pesos & 48/100 (P 350,804,48)

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

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

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

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

L.L. MARRON CONSTRUCTION AND TRADING RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By: By: By: REBECCA A, YNARES

Proprietor/Manager/President Governor of WITNESSES

LOLITA E DE CRIZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CYTY) S S

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

Name/Entity

Yalid ID Presented

Date
Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

IAURA L. MARRON

TIN NO. 236-059-376

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary not and deed as well as the entity that they respectively present.

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

Improvement/Repair/Repainting of Electrical Lighting System of Yourse Multi-Purpose Covered Court and Ynares Stage at Ergy. Macamot and Brgy. Tayunan, Binangonan, Rizal

WITNESS MY HAND AND SEAL this	day of 1 NUV 2019 Rizal Provincial Capitol,
Amipolo City.	

Doc No.
Page No.
Book No.
Series 20__/

ACTY MORN SALOTARY PUBLIC ADAMS .
NOTARY PUBLIC F. VPPT. NO. 18-14
TAYTAY, CARRYA CICAL / ANTIPOLO
UNTIL DECELIBER 31, 2019
PTR 80, 11122208A

IDE SOLL NO. 55320 LIPETIME ROLL NO. 09047



NOTICE TO PROCEED

13 November, 2019.

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Improvement/Installation of Road Safety Signages at Darangan, Binangonan-Angono-Antipola Road (Eastridge), 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 L'YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LILL LA CLARENCE C. CACHO

10/18/2019 # 9

CONSTRUCTION AGREEMENT Q

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF REZAL, 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
ANROL CONFERENTION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasig City and herein represented by its Proprietor/President/ General Manager, CLARFROE CACEO of legal age, Filipino citizen, single/married, resident of Pasig City 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. Trust Fund in the parameter of the Sangguniang Panlalawigan Ordinance No.
Improvement/Installation of Road Safety Signages at Darangan, Binangonan- Angono-Antipolo Road (Eastridge), 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 Cetober 18, 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 Ten Killion Four Bundred Seven Thousand Seven Hundred The Peace 1 85/100 (P10, 407, 701, 85.), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
. 1. The whole works subject matter of this Agreement shall be completed within One Hundred Sixty (160) 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. Trust. Fund. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding covelopes b. Bid Security
i. Addenda and Supplemental Bulletins

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

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

In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the 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 Ten Killion Four Bundred Seven Thousand Seven Bundred one Pesse & 851/00 (P 10, 407, 791, 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;

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resciod 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, books 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 rates 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.

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 this Agreement this ...

0 8 NOV 2019 at Antipolo City. day of ARBOL CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES Covernor 4 Proprietor/Manager/President WITNESSES MA<u>. VICTORIA</u> NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.

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

Name/Entity Valid ID Presented Date <u>Place</u> Manila HON REBECCA A, YNARES Passport No. P8239281A Aug. 5, 2028 151-542-125 CLASSICE CACED

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

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/Installation of Read Selety Signages at Derauges, himsegomen-Augeme-Antipole Head(Enstridge), Highl

WITNESS MY HAND AND SEAL this	day of 3 NOV 2019 at Rizal Provincial Copitol
Antipole City.	20
Dec No	ACTAL COLOR SENT NO. 18-14 TANTAN CARREST PRACTURE POLO
Page No	KO37/6/10/00/00/00/00/10/10/10/14
Book No	TANTAN MASSANOTARIA PURANPOLO

Dec No. Page No. Series 20 /

TAYLAY CARRETERE LEVEN POLO UNTIL DECEMBER 31, 2019. 2 JR MO 11120208A |現象 ROLL NO. 55320| LIFETIME ROLL NO 69047



NOTICE TO PROCEED

13 November, 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 of Main & Annex Building at University of Rizal System-Binangunan Campus, Brgy. Calumpang, 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,

REBECCAN, YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

Jr. 14-19

10/18/2019 # 10

CONSTRUCTION AGREEMENT (6
KNOW ALL MEN BY THESE PRESENTS:
This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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
randler 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 Revens Right — and herein represented by its Proprietor/President/ General Manager, EDWIN B. SOLEM — of legal age, Filipino citizen, single/married, resident of Names Right — hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
Repair of Main and Annex Building at University Of Rical System Disauguant Compt Brgy. Columnant, Binouguant, Rical
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding beld last October 15, 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 Two Hilliam Four Sundard Elektron Thousand Six Program Peace & 13/100 (\$2,415,614.15). Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto bereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Bundred Tventy Ferr (224) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 15, 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 witning bidder/s two (2) bidding envelopes h. Bid Security Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 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 Traine Million Four Bondred Eighteen Thomas Six Bondred Function Reads L 13/100 (12,448,644,13). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;
manner presented by the contract and specimen in the blockets as agreed about by the community.

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Million Seven Mandred Threnty Five Three Prive thandred Sighty Four Person L 25/100 (PJ.725.574.34)

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

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any muntal agreement of the parties hereto to agree in writing (
ablato 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. ESS WHEREOF, the parties have bercunto signed this Agreement this _ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT TAKALER CONSTRUCTION AND SUFFELES Entity/Firm/Corporation By; By: EININ & RIVERA REBECCX A. YNARES Governor d⁻ Proprietor/Manager/President WITNESSES E 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

Date Place Name/Entity Valid ID Presented HON, REBECCA A. YNARES Manila Passport No. P8239281A Aug. 5, 2028 MININ B. RIVERA 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 présent.

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

Repair of Main and Ammer Duilding of University of Risal System-Sinangemen Campus, Brgy, Columness, Binauguman, Risal

day of 3 NDV at Rizal Provincial Capitol, WITNESS MY HAND AND SEAL this Amigolo City. 25/18/92/47 ATTY WARTY 人说 鐵絲 Doc No. NO MARK J ANGROLO Page No. UNTIL MOTARY PERIODIS γαγταν Ο BOOK NO. Scries 20_ p[오라는 19120208A ipe (⇔ju‼≎, 553**20** CIPETIME ACEL NO 09047



NOTICE TO PROCEED

13 November, 2019

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

Dear Mr. Aquinot:

Very truly yours,

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Concreting (portion) of Road at Block 18, Lupung Arenda, Brgy. Sta. Ana, 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.

REBECCA A YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O. AQUINO

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

Proprietor/President/ General Manager, CATTER ACOTTO , of legal age, Fi citizen, single/married, resident of Rivergene, Rice 1, hereinafter referred to a CONTRACTOR, WITNESSETH, That, WHEREAS, the PROVINCE declares that certain infrastructure works should be construed pursuant of the Sangguniang Panlalawigan Ordinance No. Trust Fund	
citizen, single/married, resident of	
organized and existing under the laws of the Republic of the Philippines, with principal place of but and office address at presented by	usiness y its 'ilipino

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 besewith and incorporated berein by way of reference, namely:
 - a. SP Ordinance No. Trust Food
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. 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 Sccurity
 - 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 X111ian One Empired Fifty Four Theorems Five Hundred Sixty Five Peace

 8 07/100 (P 1.154.565.07), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 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 stame and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor taws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement:
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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Documents;

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 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. WHEREOF, the parties have bereunto signed this Agreement this _ NUV 2019at Antipolo City.

OLIVER AQUINO CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Pirm/Corporation

By:

OLIVER EQUINO

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor &

WITNESSES

DEGUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY

) S.S.

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

Date Place Valid ID Presented Name/Entity Passport No. P8239281 A Manila HON, REBECCA A. YNARES Aug. 5, 2028 182-311-289 QUINO REALTO

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

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

Conserving (portion) of Road at Block 18, Lupang Arenda, Brgy, Sta Ana, Taytay,

day of 1 3 NOW 2017 at Rizal Provincial Capitol, WITNESS MY HAND AND SEAL dis Amipolo City.

Doc No.

Page No. Book No. Sarica 20 \overline{Z}

พระสาร TAYLAT, MOTARY PUBLIC ANTIPOLO UNTIL L'ELES SES 31, 2019

ATT & MIGH

PER NO. 11120208A 治界 (新見上 NO 55320

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Sha NGAMCA

(447) BBS 18-16



NOTICE TO PROCEED

13 November, 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

Const'n./Provision of Wash Facilities (Water, Sanitation & Hygiene) at Brgy.San Juan, Tuytay, 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,

REBECCAX. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

11-14-19

RENATO C. VILLAROMAN

10/18/2019 # 12

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 a existing under Republic Act No. 7168, with scat of government at the Rizal Provincial Capit Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 45, 40, 2019 namely:
Construction/Prevision of Weath Facilities (Water, Samitation and Rygiese) at Brgy. San June, Taytay, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competer to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsibility in a public bidding held last Detable 16, 2019, has accepted and binds itself to undertain the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of the Hilliam Pipe Resulted Bighty Him Theorem 2009. Paradred Fifty Seven Pages 1, 10/100 (Page 277-10), Philippine Currence
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed with the Headred Tranky (120) calcular days, in accordance with the provisions of the E Documents, Approved Plans, Program of Works and Specifications and supporting/related docume which are integrated besewith and incorporated besein by way of reference, namely:

- 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 One HILLian Pive Fundred Eighty Hime Thousand Two Bundred Pive Posses

 R 10/100

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS For Bridged Seventy Seven Peres 11/100

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

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

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 12 to resort to other alternative modes of disputes resolution.

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

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

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. WHEREOF, the parties have hereanto signed this Agreement this day of at Antipolo City. RUZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES Proprietti Mahager/President Governor & WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINESY ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date <u>Place</u> HON, REBRCCA 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.

379-543-448

REWATO VILLAROMA R

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction/Provision of Nash Pacifities (Vater, Sanitation and Hygiene) at Brgy. San June, Toytoy, Risel

WITNESS MY HAND AND SEAL this	day of 1 3 NOV 2010 day of 2010 Airal Provincial Capitol.
Doc No. 20/ Page No 2/	ATTY MATERIAL STATE OF THE STAT
Book No. Series 20	TAY NOT ARY PUBLISHER 31, 2019 UNITE UP CAMBER 31, 2019 PTO NO. 11120208A
	HER ROLL NO 55326 LIFETENS HOLL NO 98047



NOTICE TO PROCEED

13 November, 2019.

MR. CHARLES JEISON B. JAVIER CJBJ CONSTRUCTION AND SUPPLIES Taylay, Rizal

Dear Mr. Javier:

The attached Contract Agreement having been approved, notice is hereby given to CJBJ CONSTRUCTION AND SUPPLIES that work may proceed on the Concreting of M. Borja St. (Interior), Brgg. Dolores, Taylay, Rizal offective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A YNARES

I acknowledge receipt of this Notice on:

11.14.15

Authorized Signature:

Name of the Representative of the Bidder:

CHARLES JEISON B. JAVIER

CONSTRUCTION AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 Taytay Risel , and herein represented by its Proprietor/President/ General Manager, citizen, single/married, resident of Taytay Risel , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawagan Ordinance No
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last October 13,2019, 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 Cas Killien Four Bundred Seventeen Thousand Seven
Consideration of the amount of the Market Fuel Land of the Land Consideration Corrects
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within seventy size 1. The whole works subject matter of this Agreement shall be completed within seventy size 1. The whole works subject matter of this Agreement shall be completed within seventy size 1. The whole works subject matter of this Agreement shall be completed within seventy size 1. The whole works subject matter of this Agreement shall be completed within seventy size 1. The whole works subject matter of this Agreement shall be completed within seventy size 1. The whole works subject matter of this Agreement shall be completed within seventy size. 2. The whole works subject matter of this Agreement shall be completed within seventy size. 3. Seventy size of Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: 3. Seventy size of Availability of Funds 4. Seventy size of Availability of Funds 5. Scope/Program of Work and Detailed Estimate
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 Beventy Bix 2. Parties of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. Trust Find 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
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 Beventy Rix 2. The whole works subject matter of this Agreement shall be completed within Beventy Rix 3. Sporting 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. Trust Praid b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedute

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

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

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

 The Bandred Rieven Person & Ob/200 measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
 - 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
 - 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
 - 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.901) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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 hereionafter 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 CONTRACTOI the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the laternal Revenue and a copy of its income and business tax returns duly stamped and receitand duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however are within the competence of the Construction Industry Arbitration Commission to re-

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 13.

Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 13. 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/undortaking 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. WHEREOF, the parties have hereunto signed this Agreement this _____ day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT CITY SCHEFFLIOTER CONTINUES By. By: REBECCA A. YNARES Governor 6 WITNESSES MA, VICTORIAB, TEJADA NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

) S.S.

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

Place Valid ID Presented Date Name/Enrity HON, REBECCA A, YNARES Passoon No. P8239281A Aug. 5, 2028 Manila

arunin a The sing to the known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively рессели.

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

Comercting of M. Berja St. (Interior), Brgy. Doleres, Taytay, Risal

WITNESS MY HAND AND SEAL this. Rizal Provincial Capitol, Antipolo City. ecompaga ancis

Dec No. Page No. Book No.

TAYTAY NOTARY PURE LANGE OLD UKER, CCCE-MBER 31, 2019 Series $20 \pm$ PTR NO. 11120208A IBP ROLL NO. 55328

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NOTICE TO PROCEED

13 November, 2019.

MR. WARREN SIMON W. KING MEGASTRUCTURE BUILDER AND TRADING CORP. Binangonan, Rizal

Dear Mr. King.

The attached Contract Agreement having been approved, notice is hereby given to MEGASTRUCTURE BUILDER AND TRADING CORP.—that work may proceed on the Construction of Stone Mosonry Wall for Slope Protection around Wet & Dry Market at Bik 73 Southville 9 (Ynares Village), Brgy. Phuguy, Baras, Rizal effective on the day you received this Notice to Proceed

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

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

VARREN SIMON W. KING

Very truly yours,

REBECCA A. VNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

10/18/2019 # 14

CONSTRUCTION AGREEMENT $[\cdot]$

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 Philippin and office address at	es, with principal place of busines: d herein represented by its ING , of legal age, Filipine
WHEREAS, the PROVINCE declares that certain infrastruct pursuant of the Sanggunuang Panlalawigan Ordinance No	
Construction of Stone Mannery Wall for Slope Protect MarketBlk 75 Soutville 9 (Teares Village), Brgy, Pin	ion around Wet and Dry ngay, Sa rea, Risel
WHEREAS, the CONTRACTOR, warranting that it has the I to undertake the above said infrastructure works, has been declared as Bid in a public bidding held last	the Lowest Calculated Responsive

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

(P 2,028,491,31), Philippine Currency.

following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Tree Million Tree ty Sight Thousand Four Dendied Ninety

1. The whole works subject matter of this Agreement shall be completed within 72 calendar days, in accordance with the provisions of the Bid Seventy Two Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 15. 4 2019
- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- Construction Schedule
- Request for Expression of Interest
- g. Hidding Documents including all the documents/statements contained in the wanning bidder/s two (2) bidding envelopes
- h. Bid Scennity
- 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 Two Million Twenty Right Thomsand Four Evadred Minety Sugar Section 34/500 (P Z.020, 191.51), Phi Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

- 4 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS 51x hundred Eight Thousand Five Hundred Forty Seven Pesos & 39/100 (PE-547-39) Philippine Currency, in the form of Performance Boxes 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;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 1). That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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;
- 34. 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 / 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 restinution 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/are located. IN WITNESS WHEREOF, the parties have bereunto signed this Agreement this _____ G 8 N(IV 2019 at Antipolo City. man Corporation RIZAL PROVINCIAL GOVERNMENT Bø. By: LHON W. KING REBECCA A. YNARES oprictor/Manager/President Governory-WITNESSES MA VICTORIA B. TEIADA 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 Name/Entity Valid ID Presented Date Aug. 5, 2028 Manila Passport No. P8239281A HON, REBECCA A, YNARES 007-419-391

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

CATARN STRON ST. KING....

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

Rematrustion of Stode Headnry Wall for Slope Protection around wat and dry Market of Riv. 73 Santhwille Q & Yeares Village) Brow. Pinussy. Bares, Rival

at Bik. 73 Southwille 9 t -mayes 'llinge'	DEFA STREET SHEET WITHOUT
WITNESS MY HAND AND SEAL this	day of 1 3 NOV 2019 Rizal Provincial Capitol
Andpole City.	Ca-
Doc No	ATTYLINA POR ON TO THE STANGE
Page No	ROTARE DRIVE AND 18-14 TAYYAY, CASAR TEMEN POLC
Series 20 //	TAYTAY, CAINTS TRALTING POLC

UNTIL DAGEMBER 31, 2019
PAR 300 11120238A
INP ROLL NO 55820
ERFETIMO ROLL NO 88847

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NOTICE TO PROCEED

13 November, 2019

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

Dear Mr.Riverati

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Improvement of 2-storey Ynares Multi-Purpose Bidg. (Barangay Hall) at Brgy. San Jose, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA AYNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

10/18/2019 # 15

CONSTRUCTION AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, 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 Ciry, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
TAKALER 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 Republic of the Philippines, with principal place of business and office address at Republic of the Philippines, with principal place of business and office address at and herein represented by its Proprietor/President/ General Manager, of legal age, Filipino eitizen, single/married, resident of Hereng Rival 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. 15, 8, 2019 namely:
Imprevenent of 2 Storey Teares Multi-Perpose Building (Sarangey Eall) Prgys- San Jose, Baras, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>Cotober</u> 10, 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven Emitted Fifty Sight Theorems Nine Hundred The Peace 5 29/100 [P755, 931 - 29], 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 Bdaty (60) calcular days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 15, a. 2019
b. Certificate of Availability of Funds
 c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
 g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding 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;

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3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Breatest Fifty Eight Thomsand Nine Hundred Thirty Cas Pesos & 29/100

(P 758,931,29), Philippine

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

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

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Thenty Seven Thensend Six Southed Seventy Nime Peace L 39/100 (* 227,679,39 Philippine Currency, in the form of parters Philippine Currency, in the form of participants 2004 ____ as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

Without prejudice to administrative 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 other 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 bereunto signed this Agreement this day of 0 8 NOV 2019 at Antipolo City.

YAKALER CONSTRUCTION AND SUPILIES Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

EININ 18. Proprietor/Manager/President

Đν:

NOTARIAL ACKNOWLEDGMENT

WITNESSES

REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY

) S.S.

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

HON REBECCA A YNARES

Name/Entity

Valid (D Presented)

Date

Place

Passport No. P8239281A

Aug. 5, 2028

Manila

edwin B. Riværa

428<u>-018-900</u>

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 2 Storey Ymapon Multi-Purpose Building (Sarangay Hell) at Berengay San Jose, Beres, Risel

WITNESS MY HAND AND SEAL this Antipolo City,

NOV 2019_{at Rezal Provincial Capitol,}

Doc No.

Page Nr. Book No

MUVE PUBAYA ADAMOS. ATTY. ሕልጹሃ NOTARY FIBERC TAPET NO. 18-14. TAYLAY, CARYTA, NOTOR WHITE OLO

UNTIL DECEMBER 31, 2019. P(R NO. 11120208A)

IBP ROLL NO. \$3329.

LIFETUVE ROLL NO 38047.



NOTICE TO PROCEED

13 November, 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 Overlaying (portion) of H.F. (formerly Magsaysay Blvd.), Brgy. Suntiago, Baras, 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.

<u>n-14-14</u>

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PORFIRIO P. MINA

CONSTRUCTION AGREEMENT 16

KNOW ALL MEN BY THESE PRESENTS:

7	This AGREEMENT made and entered used by and between:
existing Circumfe	The 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, erential Road corner P. Oliveros St., Brgy. San Roque, Antipolo Ciry, represented in this act by ERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
and off Propriete citizen	d and existing under the laws of the Republic of the Philippines, with principal place of business fice address at Taney, Risel and berein represented by its pr/President/ General Manager, Prefero MINA of legal age, Filipmo single/married, resident of Teney, Risel bereinafter referred to as the ACTOR WITNESSETH, That,
pursuant	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in of the Sangguniang Panialawigan Ordinance No. 15, 2, 2019 namely:
Asphel: Beres,	t Overleying (portion) of H.F. (forwarly Hagesysty Blwd.), Ergy. Santiago Risel
to under Bid in a the cons followin	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence take the above said infrastructure works, has been declared as the Lowest Calculated Responsive public bidding held last 18 October 2019 has accepted and binds itself to undertake druction and completion of the above said infrastructure works strictly in accordance with the g standards set forth in the bid documents, approved plans, program of works and specification in ration of the amount of Six Million One Hardred Six Thomas Minety-Six 4 23/100 (P. 6,106,096.23), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
Docume	1. The whole works subject matter of this Agreement shall be completed within Sixty (50) calendar days, in accordance with the provisions of the Bidents, Approved Plans, Program of Works and Specifications and supporting/related documents re integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 15, s. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest
	g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addered and Supplemental Bulletins
	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

this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Milkien One Handred Six Thousand Ninety-Six Peeos 4 23/100

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hillion Hight Hundred Thirty-Ine Theorems Performance & 87/100 (P 1.831.828.67) Philippine Currency, in the form of Performance 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 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;

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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.

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 sarctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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

EREOF, the parties have hereunto signed this Agreement this __ at Antipolo City. DATE PRESIDE RIZAL PROVINCIAL GOVERNMENT $\mathbf{B}\mathbf{y}$; PORTIRIO HIMA REBECCA A. YNARES Proprietor/Manager/President Covernor WITNESSES NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

) S.S.

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

<u>Date</u> Place Valid ID Presented Name/Finuty Passport No. P8239281A Aug. 5, 2028 Manila HON REBECCA A. YNARES PORFERED MENA 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 ocknowledgment 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 Granlaying (partion) of H.F. (formerly Megasyssy Mivd.), http:/ Sentiage, Bares, Risel

† 3 NOV/2019 Rizal Provincial Capitol, WITNESS MY HAND AND SEAL this Antipolo City. ACMAGA AYASSI P

ATTY, ISEPA

Doc No. Page No.

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Series 20_/

30°,27°,500, 18-14 исиМ TAYLAY CARVNOTARY PONEROLO UNTEL OZUS SBER 31, 2019 ₱18 (60, \$1470**268A** gan genetik kep. 5**5320**

EMPLYIME HOLL NO 199047



NOTICE TO PROCEED

13 November, 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 10x24m Ynares Multi-Purpose Covered Court (Rafter Type) at Boras-Pinugay National High School, Phase I (Senior High School), Sitio Habitat, Brgy. Pinugay, Buras, 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:

11-14-14

Authorized Signature:

Name of the Representative of the Bidder:

RENATO'C, VILLAROMAN

CONSTRUCTION AGREEMENT 12

KNOW ALL MEN BY THESE PRESENTS.

This ACDEEMENT wade and entered into by and between:

This ACREEMENT made and entered into by and octoods.
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 Bergs , Risel , and berein represented by its Proprietor/President/ General Manager, REMATO VILLAROWAN , of legal age, Filipino citizen, single/married, resident of Bergs , Risel , 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 No15, s. 2019namely:
Construction of 10x24m Years Multi-Purpose Covered Court (Nafter Type) at Baras-Pinngay National High School, Phase 1 (Senior High School), Sitio Habitat, Brgy. Pinngay, Baras, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last15 October _ 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
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within One Handred Flight (108) calcodar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely.
a, SP Ordinance No. 15, \$\simes 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 Occuments 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
 Is consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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

Two Million Seven Handred Minety-Coe Thousand Pour Handred Twenty-Mine Pesce

8 69/100

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

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

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

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

 Hundred Trenty-Right Facos & 91/100 (P 337, 428, 91)

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

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

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

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



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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without 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 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 this Agreement this U & NOV 2010 at Antipolo City. LARD BUILDERS RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation By: By:

RENATO VILLARCHAN REBECCA A. YNARES Governor_{&-} Proprietor/Manager/President

WITNESSES

<u>ma, victoria b, tejada</u> LOLITA B.

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

) S.S.

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

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

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 10x24m Yeares Multi-Purpose Covered Court (Refter Type) at Berse-Pinugey National High School, Phase 1 (Senior High School), Sitio Mebitet, Brgy. Pirugey, Bares, Risel

WITNESS MY HAND AND SEAL this Amipole City. MA ACAROUS

ልያቸያ ምልጻም Doc No. NOTARY 🚮 G 3378, **80**, 34, 41 Pege No TAYTAY FARY PUBLICAL I AND EVALOUS UNTIL STORE SISER 31, 2019 Book No

: 8**5**211 31, 2019 PER 493, 11120/208A 13P (GOLD, NO. 55320)

EFFETRIE NOTE NO 19947



NOTICE TO PROCEED

13 November, 2019

MS. MARIA TERESITA F. PAMINTUAN MJP CONSTRUCTION AND DEV'T, CORP. Batas, Rizal

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to MJP CONSTRUCTION AND DEV'T. CORP.—that work may proceed on the Impro/Concreting (portion) of Mahogany St. & Palmera St., Sitio Baliksaka, Brgy, Pinagay, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very trely yours,

REBECCA X YNARES

I acknowledge receipt of this Notice on:

Bulchia

Authorized Signature:

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

MARIA TERESITA E PAMINTHAN

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, berein referred to as the PROVINCE; and

MIP CONSTRUCTION & DEVELOPMENT COURS sole proprietorship/private corporation, du	ły
organized and existing under the laws of the Republic of the Philippines, with principal place of busine	:5\$
and office address at Beres Sizel , and herem represented by	ets.
Proprietor/President/ General Manager. PARIA TERRITA F. PARINTIAN , or legal age, runpu	що
citizen, single/married, resident of Beras, Itzal , hereinafter referred to as t	341
CONTRACTOR WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed	in
pursuant of the Sangganiang Panlalawigan Ordinance No. Trust Fund namely:	
F1	
Improvement/Communication (portion) of Mehageny St. & Palmers St., Sitio Balikss	j.
Brgy. Pinugey, Bexes, Risel	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competer	Ç¢
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsi	vĊ
Bid in a public hidding held last 18 October 2019 , has accepted and binds itself to underta	кę
the construction and completion of the above said infrastructure works strictly in accordance with I	ње
following standards set forth in the bid documents, approved plans, program of works and specification	_ [
consideration of the amount of The Hillion Three Handred Fifty-Seven Thousand Seve	Щ_
Handred Right Pesos 4 06/100 (P 2,357,708.06), Philippine Corrency.	
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bor	cto
hereby agree as follows:	
1. The whole works subject matter of this Agreement shall be completed with	bin

- a, SP Ordinance No. Trust Fund
- 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

Documents, Approved Plans, Program of Works and Specifications and supporting/related documents

(80) calendar days, in accordance with the provisions of the Bid

- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto

which are integrated herewith and incorporated berein by way of reference, namely;

- k. Credit. Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Two Million Three Hawked Pifty-Seven Thousand Seven Hardred Fight Pesos 4

 (P 2,357,706.06). Philippine

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

THE WASH

- 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 Seven Handred Seven Thousand Three Sendred Testve Pesos & 42/100 (P 707, 312, 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;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 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 CONFRACTOR 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 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

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

benefit derived from the act or acts in question or both at the discretion of the Courts. works is/are located. IN WITNESS WHEREOF, the parties have becomes signed this Agreement this ____ day of P. B. NOV 2019 at Antipolo City. MJP CONSTRUCTION & DEVELOPMENT CORP. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation . By: By. HARIA TENESTIA F. PANINTHAN 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 Date Place Name/Entity Aug. 5, 2028 Manila Passoon No. P8239281A HON REBECCA A. YNARES MARIA TERESITA F. PAMINTUAN TIN NO. 213-504-783 all known to me and to me known to be the same person/s who executed the foregoing instrument and present written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

acknowledgment that the same is their free volumary set and deed as well as the entity that they respectively

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

ant/Concreting (portion) of Mabagamy St. & Palmara St., Sitio Beliksaka, Brgy. Pinugey, Bezes, Rispl

WITNESS MY HAND AND SEAL this	day of13 NUV_2019azaI Proprincial Capitol,
Amipole City.	A V monet
Doc No	ATTY MARIE STORE PUBAYA ADAMES
Page No	NOTARY POSSECTAPPE NO 18-14 TAYTAY POSSEX PUBLIC ANTIPOLO
Series 20/9	UNTIL DECEMBER 31, 2019
	21R NO. 11120203A
	IBP ROLL NO. 55320 DIFETIME SOLUND 189047



NOTICE TO PROCEED

13 November, 2019

MR. LACRO M. UBIADAS KIT LIBIADAS 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 Impre/Repair of Ynares Multi-Purpose Covered Court and Stage at Brgy. Subay, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

rebecca Dynares

Covernor

Lacknowledge receipt of this Notice on:

B.14-JA

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 19

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, 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, berein referred to as the PROVINCE; and

KIT UBLADAS CONSTRUCTION CORPORATION a sole preprietorship/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, Risel and herein represented by its Proprietor/President/ General Manager, LARD H. UBLADAS of legal age, Filipino cirizen, single/married, resident of Binangonan, Risel hereinafter referred to as the CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15. 0. 2019 harmely:

Improvement/Repair of Ymerws Multi-Purpose Covered Court and Stage at Brgy. Submy, Cardone, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 16 October 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 Four Mandred Tranty-Five Thomsand Seven that the declared Seventy-Seven Percet & 48/100 (P 1,425,777.48), 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 Seventy-Two (72) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 15, 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 envelopes
 - h Bid Security
 - i. Addenda and Supplemental Bulletins
 - 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
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS One Million Four Handred Twenty-Five Thousand Seven Handred Seventy-Seven

 [P 1,425,777,48], 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 Four Hundred Transport Thousand.

 Seven Hundred Transport Percent Percent & 24/100 (P 427, 733.24) 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 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, 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 thily 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 19 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 this Agreement this ______ at Antipolo City KIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Ву. . By: LAURO M. UBIADAS REBECCA A. YNARES Governor 2-Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.

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

Date Place Valid ID Presented Name/Entity Passport No. P8239281A Aug. 5, 2028 Manile. HON, REBECCA A. YNARES TIN NO. 008-410-689 raubo n. Urtadas

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

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

Improvement/Repair of Yourse Multi-Purpose Covered Court and Stage at Brgy. Subsy, Cardons, Rizal

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WITNESS MY HAND AND SEAU O	nisday off_3 MOV 2010 at Rizal Provincial Capitol
Antipolo City.	· XVII.~~
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NOTICE TO PROCEED

13 November, 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 Ynares Multi-Purpose Covered Court at Brgy. Sampad, Cardona, 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.

Jo-14-19

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CECIL II. FRANCISCO

CONSTRUCTION AGREEMENT 20

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7168, with s	RIZAL, a local government unit, duly organized and seat of government at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliveros St., Brgs its GOVERNOR, HON, REBEECA A. YNARES,	y. San Roque, Antipolo City, represented in this act by
C.P.F. 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 Cardona, Rizal and herein represented by its Proprietor/President/ General Manager, CECIL P. FRANCISCO of legal age, Filipino citizen, single/married, resident of Cardona, 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. 25, s. 2029 ______ namely:

Repair/Repainting of Ymeres Multi-Purpose Covered Court at Brgy. Samped, Cardone, Rizal

WHEREAS, the CONTRACTOR, was ranging 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 18 October 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 Fifty Thousand Seven Hundred Twenty-One Person 6 87/100 (P 1,350,721.87), Philippine Currency.

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 Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

a. SP Ordinance No. 15, 1. 2019

b. Certificate of Availability of Funds

c. Scope/Program of Work and Detailed Estimate

d. Drawing, Plans and Specifications

e. Construction Schedule

f. Request for Expression of Interest

g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding covelopes

h. Bid Security

i. Addenda and Supplemental Bulletins

j. Notice of Award of Contract and the Contractor's 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 PROVENCE 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 Fifty Thousand Seven Hundred Twenty-One Pesos & 87/100 (P 1,350,721.87), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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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 Hundred Five Thousand Tvo

 Hundred Sixteen Pesos & 56/100 (P 405,216,56) 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 Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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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. H. 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 $\mathcal W$ 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 soit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _ day of o g NOV 2013 at Appipelo City. C.P.F. CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firb/Comoration By: By: FRANCISCO REBECCA A. YNARES Proprietor/Manager/President Governors: WITNESSES LOLITA B /DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY YS.S.

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

Place Valid ID Presented <u>Date</u> Name/Entity Passport No. PB239281A Aug. 5, 2028 Manila HON, REBECCA A. YNARES CECIL 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 presezti.

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 bereaf, refers to the Agreement for:

Repair/Repainting of Youres Multi-Purpose Covered Court at Brgy. Sampad, Cardona, Rizel

WITNESS MY HAND	AND SEAL this	day of 3 NOV	2019 6 Rizat Provincial Capitol
Antipolo City,		CAT	Zim nava votavios
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NOTABY PUSSED 1709/1 NO. 1804 Dec No. TAYTAY, CAMUA SILO PINN (POLC UNTIL DECEMBER 31, 2019 Page No. Blook No Series 20 /

PTR NO. 15120208A IBP ROLL NO 55320 CIPETIME ROLL NO 09847



NOTICE TO PROCEED

13 November, 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 Const'n. of Additional 2nd Floor of Ynares Multi-Purpose Bldg.(Baragay Hull)at Brgy.Dalig.Cardona,Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCAA, YNARES

Governor

Lacknowledge receipt of this Notice on-

Authorized Signature:

Name of the Representative of the Bidder.

CÉCILIP. FRANCISCO

10/18/2019 # 21

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an
existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capito
Circumferential Road corner P. Oliveros St., Ergy. San Roque, Antipolo City, represented in this act b
its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and
15 Ob Vikitor, Hotel Independent Title and James Control of the Co

C.P.F. 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 Cardona, Rizal	, and herein represented by us
Topicomiticadow Communications	P. FRANCISCO of legal age, Filipino
citizen, single/married, resident ofCardons,	Rizel , hereinafter referred to as the
CONTRACTOR WITNESSETT, That,	·

Construction of Additional 2nd Floor of Ymares Multi-Purpose Bldg. (Berengey Hall) at Brgy. Dalig, Cardona, Risel

WHEREAS, the CONTRACTOR, warrancing 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 18 October 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 Five Sundred Thirty Thousand Eight Hundred Fifty-Nine Pesos 6 31/100 ______ (P 4.530, 859.31__), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One thindred Sixty (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 15, 8, 2019
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning biddet/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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Five Bundred Thirty Thousand Eight Handred Fifty-Rine Pasos & 1/100 (P 4,530,859.31). Philippine Correctly, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Three Hundred Fifty-Nine Thousand Two landed Fifty-Seven Peros 8 79/100 (P1,359,257.79) Philippine Currency, in the

form of <u>Performence</u> Borrd 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;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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 charation 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 anylall of the provision of this Agreement, the bidding decuments or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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 INTENESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT C.P.F. CONSTRUCTION Entity/Fifte/Corporation By: By: REBECCA A. YNARES PRANCISCO Governor 5-Preprietor/Manager/President WITNESSES LOLITA/B. DEĞHÜZMAN. 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 Date Name/Entity Valid ID Presented Aug. 5, 2028 Manila Passport No. P8239281A HON REBECCA A. YNARES CECTL P. FRANCISCO TIN <u>50. 124-335-</u>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:

Construction of Additional 2nd Floor of Ynares Multi-Purpose Bldg. (Berangsy Hell) at Ergy. Delig, Cardone, Rizel

day of 1 3 NOV 2019 Rizal Provincial Capitol, WITNESS MY HAND AND SEAL this Autipolo City.

The No. Page No. Book No ATTY, MARIABALVE BEBAYA ADAMOS BOLABALISE DI APPE NO 1841 TAY FAHADARY PUBLIC AGOING OF UNFN 02000076831.2014 FIG 25 10:302084 ID: 00% 1 (40, 55320)

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NOTICE TO PROCEED

13 November, 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 Construction of 2-storey Ynures Multi-Purpose Bidg. (Barangay Hall) at Brgy. Baor, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

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Very truly yours,

REBECCA'S. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

MICHAEL A. VILLARIÑA

CONSTRUCTION AGREEMENT $_{\mathcal{V}\mathcal{V}}$

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, berein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binangonan, Rizal</u> , and herein represented by its Proprietor/President/ General Manager, <u>MICHAFL VILLARINA</u> , of legal age, Filipino citizen, single/married, resident of <u>Binangonan, 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. 15, 5, 2019
Construction of 2-storey Ymeres Multi-Purpose Bldg, (Berengey Hell) et Brgy. Boor, Cardone, 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 tast 18 October 2019— has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Five Bucked Staty Nine Thousand Nine Pasos 6 45/100 ———————————————————————————————————
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 the Hundred Forty-Eight (148) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a SP Ordinance No. 15, s. 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 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 Roles 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

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 Three Million Pive thindred Sixty-Nine Thousand Nine Pesos & 45/100

(P.3,569,009,45), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Seventy Thousand Severi Handred Two Pesos 8 84/100 (P.1.070, 702.84)

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;

- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax chearance 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 find all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY) S.S.

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

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:

WITNESS MY HAND AND SEAL this _____
Antipolo City.

ALEKSHADA PAPARANAN ADAMOS

NOTSELF PACE LIVE TO NO. 18-14 TAYYAY KORAKY RUBUG ANTIPOLO

UNTEL DE CENTE (R. 31, 2019) PTE NO. 11128208A IBP ROLL NO. 55320 LIFETIME ROLL NO. 199047

Doe No.
Page No.
Book No.
Senes 20



NOTICE TO PROCEED

13 November, 2019.

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Construction of Stone Masonry for Slope Protection of Maunahan Creek, Brgy. Luba, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

<u>11-19-29</u>

Very truly yours,

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: JEAN-PAOLO MIGUEL E. MANLAPIT

CONSTRUCTION AGREEMENT 23

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, 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

EUSEBIC ACE DEVELOPMENT CORPORATION a sole proprie	etorship/priv	ate corpor	ation,	, du	цу
organized and existing under the laws of the Republic of the Philippine	es, with prin	ncipal place	of bu	15 10 1	555
and office address at Paging City ark	d berein	represente	ed b	У	πŝ
Proprietor/President/ General Manager, JUAN PAOLO MIGUEL E. Ma	MLAPIT _	_nfilegala	ıgε, F	nipi:	no.
Citizent and and an arrange as	bereinafte	referred	to 6	ו צו	nc
CONTRACTOR WITNESSETH, That,					

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pantalawigan Ordinance No. 15, 3, 2019 namely:

Construction of Stone Masonry for Slope Protection of Namashan Creek, Brgy. Lubo, Jalajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 October 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 places, program of works and specification in consideration of the amount of Four Million Four Bundred Two Thousand Seven Hundred Twelve Peace 8 57/100 (P 4,402,712.57), Philippine Currency.

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

One Hundred Twenty (120) calendar days, in accordance with the provisions of the Hid 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. 15, 8. 2019
- Certificate of Availability of Funds
- e, 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 hereby covenants to pay the CONTRACTOR the amount of PESOS Four Hillion Four Bundred Two Thousand Seven Hundred Twelve Pesos & 57/100 (P 4,402,712.57). Philippine

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



4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or 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 Twenty Thousand Fight Hundred Tourty-One Peros 5 77/100 (P1,320,831.77) 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 restitution shall be applicable in the implementation of this Agreement;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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 eleganance 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 projudice to administrative that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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 WITNESS WHEREOF, the parties have bereumto signed this Agreement this at Antipolo City. L. EUSEBIO ACE DEVELOPMENT CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: \mathbf{B}_{V} juan baued Higuri e. Maniapit REBECCA A YNARES Proprietor/Manager/President Governor d WITNESSES DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE MB, a Notary Public for and 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 JUAN PAULO MIGUEL B. MANLAPIT TIN NO. 000-159-917

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 presetta.

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 Stone Mesonry for Slope Protection of Maumahan Creek, Brgy. into, Jalajala, Rizal

WITNESS MY HAND AND SEAL this ______day of 3 NOV 2019 at Rizal Provincial Capitol,

Antipolo City.

Dec No. Page No. Book No.

Series 20_

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PTR NO. 11120208A IBP ROLL NO. 59320 LIFETHAE ROLL NO 09047

NO. 18-14

ANTIPOLO:



NOTICE TO PROCEED

13 November, 2019

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

Dear Mr. Bilog:

Yery truly yours,

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

Repair of 1-storey, 4-rooms Ynares School Building at Talaga Elem. School, Sitio Talaga, Brgy. Maybancal, Marong, Rizal effective on the day you received this Notice to Proceed.

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

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

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONSTRUCTION AGREEMENT 24

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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
a sole promietorship/private convoration, dely
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at



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

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- 5, it is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Burdred Squarty-Hine Topusand Two Handred Fifty-These Pasce & 13/100 (P 273, 253, 83)

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed 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, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative 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. HEREOF, the parties have hereunto signed this Agreement this 2019_at Antipolo City.

GKB BUTLDERS

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

GERALD KENI 'S.J. BILOG

Proprietor/Manager/President

By:

REBECCA A YNARES

Governor [△]

WITNESSES

B. 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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

Aug. 5, 2028

Manila

GERALD KENN S.J. BILLING

TIN NO. 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:

Repair of 1 storey, 4 rooms Ymeres School Building at Talega Elementary School, Sitio Talege, Brgy. Neybeacel, Morong, Rizal

WITNESS MY HAND AND SEAL this

_{_day} or 1 3 NOV 2019

Rizal Provincial Capitol,

Amipolo City.

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YA ADAM 7, 80, 18-14

TAYTAY SOLARY PUBLA JANTIPOLO (31, 2019)

> A (R. 20) 10 12/02/08/A ISP Scale UC 55320 EIFETSMELONG NO 090A7



NOTICE TO PROCEED

13 November, 2019.

MR. CHARLES JEISON B. JAVIER CJBJ CONSTRUCTION AND SUPPLIES Taytay, Rival

Dear Mr. Javier:

The attached Contract Agreement having been approved, notice is hereby given to CJBJ CONSTRUCTION AND SUPPLIES—that work may proceed on the Construction of 12x12m Ynores Multi-Purpose Covered Court (Rafter Type) & Perimeter Fence at Southville 8B Phase 3, Brgy. San Istaro, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

Please acknowledge receipt and acceptence 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:

मन्द्रपत्र

Authorized Signature:

Name of the Representative of the Bidder:

HARLEY JEISON B. JAVIER

CONSTRUCTION AGREEMENT $\chi \zeta$

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF REZAL, 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, berein referred to as the PROVINCE; and
CJPJ 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 Teytey, Rizel and borein represented by its Proprietor/President/ General Manager, CPARIES JEISON D. JAVIES of legal age, Filipino citizen, single/married, resident of Taytay, Rizel , bereinafter referred to as the
erican pinete/married sucident of Tevtevs R1291 bereinafter referred to as the
CONTRACTOR WITNESSETH, That,
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WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No. 15, *. 2019 namely:
Construction of 12xi2m Ymeres Multi-Purpose Covered Court (Refter Tyre) &
Perimeter Force at Southville 8B Phase 3, Brgy. 5em Isidro, Rodrigues, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 October 2019, has accepted and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the
following grands at east forth in the hid documents, sonroyed plans, program of works and specification in
consideration of the amount of Two Million Two Hundred Phirty-Five Thousens Six
consideration of the amount of the Million Two Hundred Phirty-Five Thouseod Six thundred Fifty-Light Peecs 5 49/100 (p 2,233,638.49), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within 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 herewith and incorporated herein by way of reference, namely:
_
a SP Ordinance No. 15, v. 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
ls, Bid Security
i. Addenda and Supplemental Bulletins
 Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
*
In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
this Agreement in conformity with the province of the Contract;
Two MALTISON PROVINCES AND PROPERTY TO THE SIGNERAL PROPERTY PARTY OF THE PROPERTY OF THE PROP
The MITTIGG 180, MINIMAG. MATTABALIAN MACANING OFF CONTRACTOR AND THE PARTY PARTY.

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

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

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--3 49/100 ------ - - - -

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(P 2,235,658-49), Philippine

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

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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 Six Hundred Seventy Thousand Six Hundred

 Rinety-Esvan Peros & 55/100 (P 670, 697, 55)

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

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

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

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

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

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

EREOF, the parties have become signed this Agreement this at Antipolo City. CJBJ CONSTRUCTION AND SUPPLIES RIZAL PROVINCIAL GOVERNMENT Botty/Firm/Corporation Bγ. By: CHARLES JETSÕ MYLER 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

Place Valid ID Presented Date Name/Entity Manila Passport No. P8239281A Aug. 5, 2028 HON REBECCA A. YNARES TIN NO. 438-371-735

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 12x12x Yourse Multi-Purpose Covered Court (Refter Type) & Perimeter Fence et Southville SR Phase 3, Ergy. Sen Isidro, Rodrigues, Kisel

1 3 NOV 2019 Rizar Provincial Capitol, WITNESS MY HAND AND SEAL this Antipole City. SQMAGA AYAF

Doc No. Page No. Sook No Series 20 🔏

FR/PT, NO. 98-14 TAYTA: CANDEARY NUMBER HPOLO UNEIL DROSMBER 31, 2019 PTR (40) 11120208A (BI) ROUL NO 55320 LIFETIME ROLL NO 09047



NOTICE TO PROCEED

13 November, 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 Renovation of I-storey Multi-Purpose Buttding at Amityville Subd., Brgy. San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PORFIRIO P. MINA

CONSTRUCTION AGREEMENT2

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
JED-0 ² ESTESTRUSES , 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 Taxoy, Plant, and herein represented by its
Proprietor/President/ General Manager, FORFTRIO MIKA of legal age, Edipino
Proprietor/President/ General Manager, FORFIRIO HINA of legal age, Filipino efficien, single/married, resident of Teney, Risel bereinafter referred to as the
CONTRACTOR WILNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No. 15, v. 2019 ramely:
Amovation of 1 storey Multi-Purpose Building at Amityville Subd., Bogy. San Jose, Bobriguez, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
Bid in a public hidding held last 13 October 2019 has accepted and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the hid documents, approved plans, program of works and specification in
consideration of the amount of Three Million Two Handred Seventy-Two Thousand Hine
Randred Minety-Six Peece & 33/100 (P 3,272,996.35), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
hereby agree as follows:
 I. The whole works subject matter of this Agreement shall be completed within
1. THE WHOLE WORLD SECTION OF THE PROPERTY OF
Hinety-Tub (92) calendar days, in accordance with the provisions of the Bid
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents
Hinety-Tub (92) calendar days, in accordance with the provisions of the Bid
Rinety-Two (92) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated betewith and incorporated besein by way of reference, namely:
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 Ontinance No. 15, 2019
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated betewith and incorporated besein by way of reference, namely: a. SP Ordinance No. 15, 5, 2019 b. Certificate of Availability of Funds
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated betewith and incorporated herein by way of reference, namely: a. SP Ordinance No. 15, 5, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated betewith and incorporated herein by way of reference, namely: a. SP Ordinance No. 15, 5, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications
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. 15, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated betewith and incorporated herein by way of reference, namely: a. SP Ordinance No. 15, 5, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications

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h. Bid Security
i. Addenda and Supplemental Bulletins

bidder/s two (2) bidding envelopes

- 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 Three Militor Two Hundred Seventy-Two Thousand Rine Hundred Minety-Six Pesos (P 3,272,996.35), 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 manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Rine Bundred Eighty-One Townsend Eight.

 Handred Minety-Right Pesos 6 91/160 (P 981,896.91) 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 restitution shall be applicable in the implementation of this Agreement;

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hoars of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in convection 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 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 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 beceume signed this Agreement this ______ © 8 MNV 2019 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT zav/Comoracion By: By: PIRTO KINÙ REBECCA A. YNARES Proprietor/Manager/President Governor 🛴 WITNESSES LOUTTA B 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> Name/Entity Valid ID Presented <u>Date</u> HON REBECCA A. YNARES Passport No. P8239281A Aug. 5, 2028 Manila 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 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.

Removation of 1 storey Multi-Purpose Building at Amityvilla Subd., Brgy. San Jose, Rodrigues, Risal

WITNESS MY HAND AND SEAL this	day of 3 NOV 2019 Rizal Provincial Capitol,
Antipolo City	·///\/\
Doc No. 1974	ACTACL V CANADAMOS
Pege No. 7// Book No. 1/	ROTAGO IMA NO 1844 TAYTAY C ANOTARYAWENDINOS O
Series 20_17	UNTIL 00005 WHER 31, 2019
	PIR NO 1182020BA (
	IBP ROUL NO. \$5320

LIFETIME ROLL NO. 94947.



NOTICE TO PROCEED

13 November, 2019

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

Deat Ms. Nocon:

The attached Contract Agreement having been approved, notice is hereby given to SAN RAFAEL BUILDERS—that work may proceed on the Const'n.of 2-Storey Ynares Multi-Purpose Bldg.at Villa Ana Maria Subd., Brgy.San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECÇA X. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

11-14-19

MARIA LOIDA C. NOCON

CONSTRUCTION AGREEMENT 27

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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
SAN RAFAEL 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 Rodriguez, Rizel and herein represented by its Proprietor/President/ General Manager, MARTA LOTTIA C. NOON of legal age, Filipino citizen, single/married, resident of Rodriguez, Rizel hereinniker referred to as the CONTRACTOR WITNESSETT! That,
WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 8, 2019 namely:
Construction of 2-storey Yneres Multi-Purpose Building at Villa Ana Maria Subd. Brgy. Sen Jose, Rodrigues, Rizal
WIEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 October 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million One Hundred Twenty-Nine Thousand Four Hundred Eighty Pesos 3 41/200 (P3, 129, 480.41), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within One Burdred Pifty (150) 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. 15, s. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule
 f. Request for Expression of Interest 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 Regulatrons implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million One Hundred Twenty-Nine Thousand Four Hundred Eighty Pesos 5
41/100 (P 3,129,480,41), Philippino
Currency, in consideration of the construction and only upon completion of the infrastructure works
unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Name Hundred Thirty-Eight Thousand Eight Hundred Forty-Four Pesos & 12/100 (P 938,844.12)

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

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

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

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

Without prejudice to administrative 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 roay 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.

REOF, the parties have hereunto signed this Agreement this ____ day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT SAN RAPAFL BUILDFRS Entity/Firm/Compration В. By: REBECCA A. YNARES Governore" Proprietor/Manager/President WITNESSES MA, VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

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 2-storey Yeares Multi-Purpose Building at Villa Ana Meria Subd., Brgy. Sen Jose, Rodriguez, Rizal

Brgy. Sen Jose, Rodriguez, Rizal.

WITNESS MY HAND AND SEAL this ______ day of NOV 2019 _____ at Rizal Provincial Capitol.

WITNESS MY HAND AND SEAL O Antipolo City.

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COMMITTER OF THE PROPERTY OF T

TAYTAY INOTARY PUBLICAN (HOLO UNTIL DECEMBER 31, 2019 PTR NO. 11190208A IBP ROLL NO. 55320

CIFETIME ROLL NO 09047



NOTICE TO PROCEED

13 November, 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/Repainting of Ynares School Buildings, Stage & Multi-Purpose Covered Court at Burgos Elem. School, Brgy. Burgos, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

U RERECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY B, SORIANO

10/18/2019 # 28

CONSTRUCTION AGREEMENT 25

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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
S.B. SORIANO CONSTRUCTION organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong Rizel Proprietor/President/ General Manager, SIDNEY SORIANO of legal age, Filipino citizen, single/married, resident of Morong Rizel , hereinafter reterred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 5. 2019 namely:
Repair/Repainting of Ymeres School Buildings, Stage & Multi-Purpose Covered Court at Burgos Elementary School, Brgy. Burgos, Rodriguez, Rital
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 tast 18 October 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 Two Milion Six Hundred Thirty-Nine Thousand One Handred Thirty-Nine Peros 6 12/100 (P 2,639,139,12), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Ninety-Three (93) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 a SP Ordinance No. 15, s. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schodule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
i. Addenda and Supplemental Bulletins

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

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

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

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

Two Million Six Burdred Thirty-Nine Thousand One thinkred Thirty-Nine Peros

E 12/100

(P 2,639,139,12), 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 Seven Hundred Ninety-One Thousand Seven Hundred Forty-One Pesos & 74/100 (p 791,741.74) 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:

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 Earty may resend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 FMPLOYER-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 Butcau 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 bereto 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 regitivition for the damages done of the forfeithre 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 bereunto signed this Agreement this _ U 8 NDV 2019 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

S.B. SHAPARA

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REBECCA A. YNARES 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

Dote

Place

HON REBECCA A. YNARES

Name/Entity

Passport No. P8239281A

Aug. 5, 2028

Manila

SIDNEY SORIANO TIN NO. 233-687-269 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively

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 Youres School Buildings, Stage & Multi-Purpose Covered Court at Auryou Flementery School, Brgy. Burgos, Rodriguez, Rizal at Rizal Provincial Capitol,

Antipolo City.

Doc No.

Page No.

Book No. Series 20 /

NOTARY PUBLIC



NOTICE TO PROCEED

13 November, 2019

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

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION — that work may proceed on the Construction of 2-storey Ynares Multi-Purpose Bidg. at Graceland Executive Village, Brgy. Ampld II, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A YNARES

Governor

Lacknowledge receipt of this Notice on:

II+19∗16

Authorized Signature:

Name of the Representative of the Bidder.

CARLOSS, GERONIMO

CONSTRUCTION AGREEMENT 29

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 Rodrigues, Rical and herein represented by its Proprietor/President/ General Manager, CARLOS GRACKIPD of legal age, Filipino eitizen, single/married, resident of Rodrigues, Rical 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. 13. 6. 2019 namely;
Construction of 2-storey Yearse Multi-Parpose Midg. at Graneland Ensembles Villege, Brgy. Ampld II, Sen Mateo, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 October 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 11 Indicad Party Series Research 12/100 (P1 134 147 187 187 187 187 187 187 187 187 187 18
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 Minesy-Tree (92) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 15, a. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. 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;
Correscy, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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

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- 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 testitution 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 Empty may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change exper adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all dispotes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative 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.

S WHEREOF, the parties have becomes signed this Agreement this at Antipolo City. CSGER CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES Governok. Proprietor/Manager/President WITNESSES LOLITA B. DE GUŹMAN 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 Valid ID Presented Date Name/Entity Menils Passport No. P8239281A Aug. 5, 2028 HON, REBECCA A. YNARES CARLOS CENCREMO TER NO. 009-042-732

all known to me and to me known to be the same person/s who executed the feregoing 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 2-sherey Theres Hulti-Purpose Aldg. at Greenland Resoutive Village, Brgy. Ampid II, Sen Mateo, Risal

1 * MIN 2019 at Rizal Provincial Capitol. day of WITNESS MY HAND AND SEAL this Amipolo City. **A**JUNYA AGAMGU

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notaská: TAYTAYNOTARY PUBLIC / AN OPOLO ONTIL DECEMBER 31, 2019 PTR NO. 1112020BA IBP ROLL NO. 55320. LIFETIME ROLL NO 09047



NOTICE TO PROCEED

13 November, 2019

MS. ELIZA N. VILLARICO TNV CONSTRUCTION AND SUPPLY Malolos Bulacan

Dear Ms, Villarico:

The attached Contract Agreement having been approved, notice is hereby given to TNV CONSTRUCTION AND SUPPLY—that work may proceed on the Rehabilitation (portion) of Riprap for Side Protection of Road at Brgy. Laihan, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

0.1446

Authorized Signature:

Name of the Representative of the Bidder:

ELIZA K. VILLARICO

CONSTRUCTION AGREEMENT 30

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Into Ackermina I made and entered the by and bottless.
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, Antipoto 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 husiness and office address at his tolos, Pulseon and herein represented by its Proprietor/President/ General Manager, ELIZA VILLARICO of tegal age, Filipino enizen, single/married, resident of 11-10-10s, Pulseon, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 5, 2019 namely:
Controllitation (portion) of Sipram for Side Protection of Mosd at Brgy. Leiban, Somey, small
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 18 Cototer 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 Four Thousand Fight Hundred Lightly-Five Pason & 66/100 [P 1, 204, 835.56], 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-Two (12) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 15, s. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes h. 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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Circ idillion Fight forcined Four Thousand Fight Bundred Lighty-Five Peros 3 to/100 (P.1, 304, 263, bo.). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner presented by the Contract and specified in the Bid and as agreed upon by the Contractor;

 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 Comractor has posted the required performance security of PESOS Five Handred Feety-One Toousend Four Handred Sizty-Five Pesce & 70/100 (P 541,463.70)) 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:
- 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 embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the computative 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, 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 an arrive emiste the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR shall regularly present a tax clearance: Internal Revenue and a copy of its income and business tax returns duly stamped and and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement: arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided how are within the competence of the Construction Industry Arbitration Commission to

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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 anytall of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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 bereamto signed this Agreement this _ O. 8. NOV 2019 ... at Antipolo City. THE CONSTRUCTION AND SUPPLY RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Bv: A VILLANICO REBECCA A. YNARES Governor (roprieton/Manager/President WITNESSES 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 Place Valid ID Presented Date Name/Entity HON REBECCA A. YNARES Passport No. P8239281A Aug. 5, 2028 Manila 178 NO. 312-469-06) FLIZA VILLABIOD

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

Rehabilitation (portion) of Minrap for Temay, Risel	Side Protection of Road at Brgy. Laiban,
WITHESS MY HAND AND SEAL this	day of 3 NOV 2019 pr Rizal Provincial Capitol.
Antipolo City.	NOTARY DATA ADAMA NOTARY DATA ADAMA ADAMA NOTARY DATA ADAMA
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