

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 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/Repainting of Multi-Purpose Covered Court, Perimeter Fence & Replacement of Basketball Goal at Brgy. Ingrawan, Antipolo City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

129 2019

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN, B. RIVERA

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 Nergan Pinel and herein represented by its Proprietor/President/ General Manager, citizen, single/married, resident of Fire Pinel P
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlaiawigan Ordinance No
Repair/Repainting of Thermo Hulti-Purpose Severed, Parimeter Tence and Repleasementof Restatil Goal at Bryre Incresses, Antipole, City

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 a start 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, 🖦 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Octailed Estimate
- d. Drawing, Plans and Specifications
- c. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the dboumonts/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Hulletins
- 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;

the Milital PROVINCE hereby covenants	to pay the CONTRACTOR the amount of PESOS Thousand Seron Rundred Eighty Eight
Nesde in CALATO	(P 1, 255, 740, 49), Philippine
Currency, in consideration of the construction	and only upon completion of the infrastructure works
unless otherwise agreed by the parties, subject or	f 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 Four Bundred Six Theorems Seven Rendred.

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 Philippine Currency, in the form of performance Bund as a measure of guarantee for the fauthful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incomporated 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 Alt 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), notess 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 restrind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's 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 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.

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 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 WEITHESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Entry/Firm/Corporation By; By: REBECCA A. YNARES A RIVER Governor & -Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE MF, a Notary Public for and in Antipolo City, personally appeared the following Date <u>Place</u> Valid ID Presented Name/Entity August 5, 2028 Manda Passport No. PR239281A HON, REBECCA AL YNARES

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

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

Repair/Repairting of Yeares Multi-Purpose Covered Sourt, Perimeter Fenom and Replacement of Backsthall Soul at Brgy, Insreven, Antipole City

present

WITNESS MY HAND AND SEAL this Antipolo City. Doe No Page No Book No Series 20	day of 2.7 NOV 2010 Rizal Provincial Capitol, ATTY: March 117 Contary Published: 18-14 HOTE SECTION AND ER 31, 2019 111, 601, 111,20208A THE REST, NO. 55320
	HIP 2011 NO. 55320 1807 122 NO. 55320



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 November, 2019.

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

Dear Mr. Ubiadas:

The attaclied Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanuation & Hygiene) for Evacuation Center at Teremil Subil., Brgy. Mambugun, Antipolo City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

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Authorized Signature:

Name of the Representative of the Bidder.

AURO M. UBIADAS

CONSTRUCTION AGREEMENT ${\mathscr V}$

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

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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 Binangemen , ispl., and herein represented by its Proprietor/President/ General Manager, [AUJO UNIONA], of legal age, Filipino citizen, single/married, resident of [Managers, 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
Commatruation/Provision of Asia Facilities(Anter, Scuttation and Mygiena) for Evacuation Conter at Teremil Subdivision, Bray. Hambages, 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 Catober 20, 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 the amo
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 No. 15, a. 2019
b. Certificate of Availability of Finds
c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security i. Addenda and Supplemental Bulletins
 Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Emilies Eligibly Nine Thousand Three Hundred Treaty Two leace 2 96/100
(P7894322,96), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the producement of Goods, Infrastructum 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 detay. Once the comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

SS WHEREOF, the parties have hereunto signed this Agreement this _____ day of NOV 2019 at Antipolo City. FIT UNIADAS CONSTRUCTION COM. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: *0. L* . LAURO UMZADAS REBECCA A. YNARES Proprietor/Manager/President Governor)-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 Place Name/Entity Date Valid ID Presented Passport No. P8239281A August 5, 2028 Marulla HON, REBECCA A. YNARES LAUBO UBIADAS 008-140-689

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

This instrument, consisting of three (3) pages including this page wherein this 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 each Facilities (Water, Semitation and Hygiene) for Evacuation Conter at Toronti Subdivision, Brez. Hamburgh Antipole City

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 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/Provision of Wash Facilities (Water, Sanitation & Hygiene)
for Evacuation Center at Kingsville Subd., Hrgy, Inarowan, Antipolo City
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

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REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidden.

RENATO C. VILLAROMAN

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 proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with prioripal place of business and office address at laws.lizal , and berein represented by its Proprietor/President/ General Manager. laws.lizal , and berein represented by its Proprietor/President/ General Manager. laws.lizal , of tegal age, Filipino efficient, single/matried, resident of laws.lizal , 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, 4, 2019 namely
Construction/Probleton of Ash Pagalities (autor, Lagitation and Agains) for execution denter at Pingeville bubbs, Srgy, Instrume, Antipolo City
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 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 t
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows
1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:
a SP Ordinance No15,_B4 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Distailed 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 Seven Sundred Sighty Light Engusand Four Resided Sixty Pesos 6 97/100 (P 765, 460, 97 _____), Philippine Currency, 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 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 Too Hondred Theory Six Tourness Six Description (P276, 238, 29)

 Philippine Currency, in the form of Fundamenta Six as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/decuments 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 figuidated 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 reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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- 12 The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR Within the duration of the contract. CONTRACTOR shall regularly present a tax clearance from the 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 submuted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

works is/are located.			, ,
IN WITNESS WHEREOF, of A 2 2 NOV 2019 at A	he parties have hereunto signed atipolo City.	this Agreement this	day of
Entity/Firm/Corporation	RIZAL PI	OVINCIAL GOVER	RNMENT
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Proprietor/Manager/President	_ Ri	BECCA A. YNARD Governor \	S
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REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY)) S.S.	•	
BEFORE ME, a Notary Pub	lic for and in Antipolo City, per	sonally appeared the :	following
Name/Enpty	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Marilla
RAMATO VIILARCHAM	119-041-448		
all known to me and to ate known acknowledgment that the same is their present.	r free voluntary act and deed as a	well as the entity that	they respectively
This instrument, consisting of written and has been signed by the par Construction! previation of sy for wacustion Conter at Kin	wh Pecilities (Vater.	s beroof, refers to the /	Agreement for:
	-04-P4 -44-44 WTF1 TH	waser vestigie	ALLY
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WITNESS MY HAND AND Artipolo City.	SEAL thisday & 7 A	<u>'UV 2019</u> , at Rizal I	Provincial Capitol,
Dec No. 259		And	/
Page No	ATTY. M	T PAGAMATIVE IN 1911	ya adamos Ko. 18-14
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TAYTAY, CAINTA, RIZAL / ANTIPOLO UNTIL DECEMBER 31, 2019 PTS NO. 11120208A IBP ROLL NO. 55320 CIFETIME ROLL NO 09047

Series 20_77



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 November, 2019

MR, WILFREDU D. UNIDAB G-3 CONSTRUCTION Angono, Rizal

Dear Mr. Unidad:

The attacked Contract Agreement having been approved, notice is hereby given to G-3 CONSTRUCTION — that work may proceed on the Improvement/Concreting of Magnolia St. at Nieves Hills Subd., Brgy. San Isidra, 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 A. YNARES

Governor

Authorized Signature:

Name of the Representative of the Bidder:

WILFREDO D. UNIDAD

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Circu its G	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and ing under Republic Act No. 7168, with scat of government at the Rizal Provincial Capitol, unferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by OVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
and Prop. citize	a sole proprietorship/private corporation, duly nized and existing under the laws of the Republic of the Philippines, with principal place of husiness office address at https://doi.org/10.1157 , and herein represented by its rictor/President/ General Manager, https://doi.org/10.1157 , of legal age, Filipino on, single/married, resident of https://doi.org/10.1157 , hereinafter referred to as the TRACTOR WITNESSETIL That,
pursi	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in name of the Sangguniang Panlalawigan Ordinance No
	ovenent/Conveting of Eagnolia St., at Mieves Wills Sabd., Sty. San Isidro
Bid the constitution follows:	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence indertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public bidding held last
Dota	1. The whole works subject matter of this Agreement shall be completed within Stray Fight (68) calendar days, in accordance with the provisions of the Bid aments, Approved Plans, Program of Works and Specifications and supporting/related documents the are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. Trust Fund

 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 Cas Million Thirty Four Thompsed Three Spaces Three Spaces 72/406.

(P 1.034 322.72). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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 Buildree Ten Thousand Ten Standard Kinety Seven Peson & 12/100

 Philippine Currency, in the form of Performance Sent as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Faihures" 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 reseind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safery, 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 bowever, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

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- IN WITZES WHERE	OF, the parties have hercunto signed at Antipolo City.	tois Agreement ins	day or
Entity/Firm/Corporation		OVINCIAL GOVER	RMENT
By: 11 FN DO UNIDAD Proprietor/Manageg/Fyesides		BECCA A. YNARE	s
K.	WITNESSES	2/	
LOLITA B. DE GUZMAN	<u>1</u> M	A <u>. VICTORÍ/VB. TI</u>	JADA
	NOTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPI ANTIPOLO CITY	NES) } S.S.		
BEFORE ME, a Notary	Public for and in Antipolo City, pers	sonally appeared the i	following
Name/Entity	Valid 10 Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
AILPROPO SWIPAS	156-191-422		
all known to me and to me kn acknowledgment that the same is present.	own to be the same person's who estimate free voluntary act and deed as a	xecuted the foregoing well as the entity that	g instroment and they respectively
written and has been signed by th	ing of three (3) pages including this e parties bereto in each and every page	hereof, refers to the	Agreement for:
Emprovement/Conserving of Auguston Pinal	of Magnolia St., Mioves Hill	in Subde, Brys	Sen Iddro ,
WITNESS MY HAND /	AND SEAL this day of	7 NOV 2019 Rizal I	Provincial Capitol
Antipolo City.		/M.1	/
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Book No Series 20		TAYTAY CARTEST TAYTAY CARTEST UKTU DI 1981	CO PE NO. 19-14 CZAL / ANTIPOLO (2002) 31 - 2013
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IBP 2005 NO. 55320 UFETIM ROLL NO. 95047



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

27 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 Improvement/Concreting of Jasmine St. at Nieves Hills Subd., Brgy. San Island, 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 ferms 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

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O. AQUINO



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. SP Ordinance NoTreet Panel
- 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
- Bidding Documents including all the documents/statements contained in the winning hidder/s two (2) bidding envelopes
- b. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby 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

 Con National Registers Theorems Region Hundred Staty Two Peace 4 25/400 (P 1.008.002.34). Philippine Currency, in consideration of the construction and only upon completion of the intrastructure 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 Hid and as agreed upon by the Contractor,

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



- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's 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 producement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-teeth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."
- 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;
- PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No 876, also known as the "Arbitration Law" Provided bowever, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

RIZAL PROVINCIAL GOVERNMENT CT TYPE A TOMO CONSTRUCTION
Entity/Firm/Corporation Ðv: By: REBECCA A. YNARES Governor 2 Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIROLO CITY 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 August 5, 2028 Manila 182-311-859 OFFICE VERIFIC 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 set and deed as well as the entity that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Imperent/Contriling of Jessine Stee Misros Rills Sabile, Bryre Sen Island, Auguse, Risel WITNESS MY HAND AND SEAL this _ Antipolo City. COMPANDAYA ADAMON Doc No. ATTY, MARGO NOTATED TARY PURING AND FOLO eres per metal Page No Book No. UNTIL DEC. 3748 17 31, 2019 Series 20 j PIR (%), 11120208A IBP (KC), i.i. (i.C. 55320

LIFETUME ROLL NO 99047

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 November, 2019

MR. ARNEL M. GOTO A.M. GOTO CONSTRUCTION Binangonan, Rizal

Dear Mr. Goto:

The allached Conffict Agreement having been approved, notice is hereby given to A.M. GOTO CONSTRUCTION—that work may proceed on the Repair/Repainting/Improvement of Ynares School Buildings at Brgy. Buhangia & Brgy. Kinagatan, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

11 20 14

Authorized Signature:

Name of the Representative of the Bidder;

ARNEL M. GOTO

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 side рл	oprictorship/private corporation, duly
organized and existing under the laws of the Republic of the Philip	poines, with principal place of business.
	and herein represented by its
and office address at Strongon Rivel Proprietor/President/ General Manager, town N. Octo	of legal age, Filipino
Propheton President Clemeran Manager, Low-1 M. 0040	
citizen, single/married, resident of hinangones, binal	, hereinafter referred to as the
CONTRACTOR, WITNESSETH, That.	

Pepkir/ Repainting/Improvement of Yumres School Suildings at Brgy. Subangin. and Brgy. Financian;

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

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

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

Place the dead Contractor. The Thompsed Light Standard

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Philippine Currency, in the form of partners 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 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 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 compressation 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 deration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
 - 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

Imisdiction 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/one located

works is/are located. IN WHINESS WHEREOF, the parties have hereunto signed this Agreement this _ _ _ _ day of 2010 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Fint/Corporation By: anaper/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 Place Date Valid ID Presented Name/Entity Passport No. P8239281A August 5, 2028 Manila HON, REBECCA A. YNARES

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

257-440-542

AMERICAN GOTO

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

Repair/Repairting/Improvement of Incres School Buildings at Brgy. Rehaugin and Brgy. Kinegets a Binageter, Pinel

WITNESS MY HAND A	ND SEAL USE 7 NOV SAYOF	at Rizal Provincial Capitol
Antipolo City.	_ ~,3	ka /
Doc No	ATTY, MARIO	DUCAYA ADABA.
Book No		KKOTARX POBINO, 18-14 BIOTA FILAR FANDPOLO
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 November, 2019

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

Dear Mr. Anore:

The attached Contract Agreement having been approved, notice is hereby given to G. ANORE CONSTRUCTION—that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court & Construction of 2-sealer Comfort Room at St. Clement Village I, Brgy. Pag-Asa, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

Lacknowledge receipt of this Notice on:

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Authorized Signature:

Name of the Representative of the Bidder

SRINGQ/C. ANORE

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

HBS ACKNOWING I made and charles into by and octavear.
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. Ohveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at https://doi.org/10.1007/j.com/lines/business/ and herein represented by its Proprietor/President/ General Manager, https://doi.org/10.1007/j.com/lines/married , resident of https://doi.org/10.1007/j.com/lines/married , 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
laprovegent of Theres Fulti Ibrobs Covered Court and Construction of 2 Center Confort Rose at Pt. Clement Village I, Brgy, res-ma, Simanguan, Simal
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 teat. 30, 2010 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 (a.e. httlier terms Remarks Thirty Sight Thomsand Nice Product Too Person & 30/100 (P. 1755, 32, 30), 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 Beventy Tree (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, 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 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

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

Rules and Regulations implementing R.A. No. 9184

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

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

 Pive Fundred Treaty Cas Thomsand Six T
- 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-teath 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 rescend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

NOV 2019	F, the parties have hercunto signo it Antipolo City.	d thus Agreement'this	day of			
Entity/Firm/Corporation		ROVINCIAL GOVE	RYMENT			
By: Draw worker As There and Se: Proprietor/Manager/President		EBECCA A. YNARE Governor &	s			
1.1	WITNESSES					
LOLITA D DE GUZMAN	Ņ	<u>aa. victorea b. Ti</u>	<u>ejaDa</u>			
(NOTARIAL ACKNOWLEDGM	ENT				
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY	(ES)) S.\$.	•				
BEFORE ME, a Notary I	Public for and in Antipolo City, pe	rsonally appeared the	following			
Name/Entity	Valid ID Presented	<u>Darc</u>	<u>Place</u>			
HON, REBECCA A. YNARÉS	Passport No. P8239281A	August 5, 2028	Manila			
ORINGO ANGON	257-579-109	·	———			
all known to me and to me knowledgment that the same is to present.	we to be the same person's who their free voluntary act and deed as	executed the foregoin well as the entity that	g instrument and they respectively			
This instrument, consisting written and has been signed by the	ig of three (3) pages including this parties hereto in each and every pag	s page wherein this as ge hereof, refers to the	tknowledgrocot is Agreement for,			
Imprevenut of Tueron Hulti Purpass Covered Court and Countrastics of 2 Seater Comfort Ress at 5t Closest Village I. Brgr. Pag-Ana, Minnegation, Risel						
WITNESS MY HAND AS Antipole City.	ND SEAL (bisday of 2	7 <u>NOV</u> 2019 Rizal	Previncial Capitol,			
Doc No	AVIY.) L.I NOTAR & PURL	т з т⊕А я Ю5 3,0 т8:14 п р х :еЮ LO			
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 November, 2019.

MR. ARNEL M. GOTO
A.M. GOTO CONSTRUCTION
Binangonan, Rizal

Dear Mr. Goto:

The attaclied Contract Agreement having been approved, notice is hereby given to A.M. GOTO CONSTRUCTION—that work may proceed on the Improvement/Repair/Repainting of Ynares Multi-Purpose Covered Court at Binangonun Elem. School, Brgv. Batingan, Hinangonan, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

11-24-12

Authorized Signature:

Name of the Representative of the Bidder.

ARNEL M. GOTO

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 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 Bissangemen sizel , and herein represented by its Proprietor/President/ General Manager,
WHEREAS, the PROVINCE declares that certain infeastructure works should be constructed in pursuant of the Sanggamiang Panislawigan Ordinance No. 15, e. 2019 namely: Improvement/epsir/repainting of Inares Naiti Turpose Covered Court at Sinangenes alessantary .chool, Brgy. Satin an. Sinangenes, Sisal
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>ict. 30. 2019</u> , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Con Fillion Four Hundred Sixty Fight Thomas Six Sandred Thirty Nine Power 5 22/100 (P1.468.639.22), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within 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. 13, 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 hidder/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;

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

One #1321on Four Aundred Sixty Sight Thomson Six Sugared Thirty Nine - The Period -

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

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

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

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

the appropriate court of the city/min works is/are located.	sicipality of the Province of Ris	eal where the infrastr	ucture project or
IN WITNESS WHEREOF, 1 2 2 NOV 2019 at A	he parties have hereunto signer ntipolo City.	d this Agreement this	day of
Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOVE	RNMENT
By: hiffeld	Ву;	6	
os h. L GOZC Proprietor/Manager/President	RI	EBECCA A. YNARE Governor &	S
/st	WITNESSES	-/	
LOLITA'S DE GUZMAN	X	IA. VICTORIA B. TI	Ϋ́QΑĴ
мо {	TARIAL ACKNOWŁEDGMI	ENT	
REPUBLIC OF THE PHILIPPINES; ANTIPOLO CITY)) S.S.		
BEFORE ME, a Notary Publ	lic for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	<u>Place</u>
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2038	Maoila
TOWN N. OCTO	237-410-542		
all known to me and to me known acknowledgment that the same is their present.			-
This instrument, consisting o written and has been signed by the part Improvement/Repair/Repairtis ilementary School, Pray. Bar	RA Of Trares Nutli Purch	hereof, refers to the /	Agreement for:
WITNESS MY HAND AND	SEAL this the of	NOV 201004 Biral I	Provincial Capitol.
Amipolo City.			territoria supura,
Doc No		6.111.7 D	
Book No. Scries 20/9.		AYTA' OTARY PUBLI	er (80) (44) C. AKTIROLO

UNTIL DS JUMBAR 34, 2019 PTS 110, 11120208A JBP ROLL NO. 55320 LIFETIME ROLL NO 09047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 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 Repair/Improvement of Youres Multi-Purpose Covered Court at Brgy. Libid, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A YNARES

I acknowledge receipt of this Notice on:

11-20-16

Authorized Signature:

Name of the Representative of the Budder;

LAURO M. UBIADAS

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KNOW ALL MEN BY THESE PRESENTS.

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with 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 bizangenen, Rizel, and herein represented by its Proprietor/President/ General Manager, 1.0 to 802 above , of legal age, Filipine citizen, single/married resident of Sinangenen, Rizel, hereinafter referred to as the CONTRACTOR WITNESSELH, That,

Repair/Suprovement of Yneres Fulti Surpose Covered Court at Brgy. Libid, Sineagonus, Sizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Cet.30, 8019

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 Tee Killion Eight Rendred Fifty Rive Thousand Seven Bundred Hinsty Six Feens & 67/100 (P.2.855.796.82). 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 the handred () 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. ** 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- i. Addenda and Supplemental Bulletins
- i. 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 this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two killian Fight Rundred lifty Nine Thomsand Seven Bendred Ninety Six Pesas (P 2,559,796,67), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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 *1652 the dree Fifty Born Theorem Mine Pandred *1654 Platter Pan
- 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 cest of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the 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;
- 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, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

	F, the parties have hercunto sig t Antipolo City.	ened this Agreement this	day of
Entity/Firm/Corporation	NIZAI	. PROVINCIAL GOVER	NMENT
By:	Ву:	5	
Proprietor/Manager/President	_	REBECCA A. YNARES	
DKI.	WITNESSES		
LOLITA B. DE GUZMAN		MA, VICTORIA B. TE	<u>IADA</u>
	NOTARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY	FS)) S.S.		
BEFORE ME, a Notary P	ublic for and in Antipolo City,	personally appeared the fo	gniwotk
Namo/Entity	Valid ID Presented	<u>Date</u>	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
TY260 4915018	008-A10-689		

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 earity that they respectively present.

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

Repair/Improvement of Theres Multi Purpose Covered Court at Braye, Libid

Pinangemen, Riski

WITNESS MY HAND AND SEAL this Antipolo City.

 day of NOV 2010al Rizal Provincial Capitol,

AYEY MARIA BE TO A ST ARTHA NO ARTHAN PROPERTY PUBLICATION ANTIPOLO UNTEL OTOM F. R. 31, 2619

PTR I/O, 11 (19238A IBP ROLL NO. 55320 LIFETIME ROLL NO. 09047



NOTICE TO PROCEED

27 November, 2019.

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

Dear Mr. Prancisco:

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

Construction of Bleacher and Mesh Weided Wire Fence & Repair/Repainting of Stage at Binangonan Elem. School, Brgy. Batingan, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

10/30/2019 # 10

CONSTRUCTION AGREEMENT 10

KNOW ALL MEN BY THESE PRESENTS:

This AGREE	MENT made and entered into by and between;
Circumferential Road	NCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an ablic Act No. 7168, with scat of government at the Rizal Provincial Capito I corner P. Oliveros St., Brgy San Roque, Antipolo City, represented in this act bow. REBECCA A YNARES, herein referred to as the PROVINCE; and
OLEAN DAGG SDAG CALADI	g under the laws of the Republic of the Philippines, with principal place of business at Geodesic, inc., and herein represented by at General Manager, Geodesic, 1922, 1923, 1923, of legal age, Filipine ed, resident of Geologie, 1923, 1923, hereinafter referred to as the TNESSETH, That,
WHEREAS, pursuant of the Sange	the PROVINCE declares that certain infrastructure works should be constructed in guniang Panlalawigun Ordinance No. 1 1 1 1 1 2019 namely:
Construction of all Stage of Stan	Bleacher and Deck Delsed Wave Menor and Repr/v/ Legainting Egyptus Dienegalage Delsed, Page Catangen, Einsteinment, Mintel Co.
to undertake the above Bid in a public hidding the construction and following standards a	the CONTRACTOR, warranting that it has the financial and, technical competence in said infrastructure works, has been declared as the Lowest Calculated Responsive as held last <u>Cot. 201, 2015</u> , has accepted and binds itself to undertake completion of the above said infrastructure works strictly in accordance with the ct forth in the bid documents, approved plans, program of works and specification in amount of <u>Strate featured Your Thousand Seven Bandrad Great Feature</u> (P. 36 4, 708, 69), Philippine Currency
NOW, THEI hereby agree as follow	ŒFORE, for and in consideration of the foregoing premises, the parties herete
Documents, Approve	ole works subject matter of this Agreement shall be completed within (() calcular days, in accordance with the provisions of the Bidd Plans, Program of Works and Specifications and supporting/related documents crewith and incorporated herein by way of reference, namely:
a. SP Ordinan b. Certificate c. Scobe/Prog	ce No3. , @2019 of Availability of Funds ram of Work and Detailed Estimate lans and Specifications

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

Bid Security

f. Request for Expression of Interest

hidder/s two (2) bidding envelopes

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

Roles and Regulations implementing R.A. No. 9184

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Tight Headrest There There and Taylor Employed Sight, Paring 1, 60/400 /), Philippine Correctey, 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 Two Fundred Forty (no Thomsand Four Bundred Twelve esos 1/100 (P 5.1,472,51)

 Philippine Currency, in the form of orform are send as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 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 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;
- 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 ID Agreement, without prejudice, however to any motual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

2 INNSULPTES WHEREOF, the parties have hereunto signed this Agreement this ______ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Entity/Rirm/Corporation By: REBECCA A. YNARES Governor roprictor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Autipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028. Maoila COSTA FRANCISCO 52-355-960

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:

.contraction of Blassher and Fash elded in Fence and RepointFepninting of Stage at Blassgones Slessmary .chool, .rey, .atimgen, Blassgones, bissl

WITNESS MY HAND AND SEAL this ______day of ______ar Rical Provincial Capitol, Antipolo City.

NOTARY PORBLES 14
TAYLAY, CAST CAPAL / ANTIPOLO
UNTIL DECI (BEST 31, 2019
PIE NO. 11120208A

IRP RO(II. UP 55320 LIFC1192 SOLL NO 890A7



NOTICE TO PROCEED

27 November, 2019

MR. DANILO C. MAGNO TRANCOM ENGINEERING CONSTRUCTION Taytoy, Rizal

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center & Construction of Fence (Portion) of Parks / Playground at Brgy. San Isideo, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

10/30/2019 # 11

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cotored 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

	its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
X X	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at TATTAY, SIZEL , and herein represented by its Proprietor/President/ General Manager, of legal age, Filipino bitizen, single/married, resident of TYPAY, LIGHT , hereinafter referred to as the CONTRACTOR WITNESSEXH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pasislawigan Ordinance No
	Construction/Provision of Lash Pacilities (Nater, Canitation and Cygiene) for Evacuation Conter and Construction of Feace (portion) of Farks/Playground at Brgy, Les Teidro, Caints, Pisal
	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 to the 30, 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 the 2011110 Three figure 1 and Thomsand Contract Three tenos 2 62/100 (P 3, 313, 103, 65), 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 <u>Seventy Class</u> (<u>76</u>) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein 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

b. Bid Security
i. Addenda and

i. Addenda and Supplemental Bulletins

bidder/s two (2) bidding envelopes

i. 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

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

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

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

One Killion Three Rendred Ten Thousand Cae Supered Three 1 sees \$ 68/100

(P 1,510, 103,66), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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,

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

Three Sundred Ninety Three Shanned Thirty Chapter Sundred Ninety Three Shanned Thirty Chapter Sundred Sundred Sundred Thirty Chapter Sundred Sundred Sundred Thirty Chapter Sundred Su

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

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

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

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

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

770120 20-00 - 000000			
EN WITNESS WHEREOF, th	e parties have hereunto signed tipolo City.	this Agreement this	day of
Fourty/Firm/Corporation	CALLY RIZAL PR	OVINCIAL GOVER	INMENT
By: Que	By:	BECCA A. YNARE	S
Proprietor/Manager/President		Governory-	_
//2/	WITNESSES		
LOLITA'S DEGIZMAN	м	A. VICTOR B. TE	J <u>ADA</u>
VO NO	TARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY	S.S.		
BEFORE ME, a Notary Publi	ic for and in Antipolo City, per	sonally appeared the s	following
Name/Entity	Valid ID Presented	Date	<u>Place</u>
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Mania
DANTIG MAGNO	130-831-654		

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction/Provision of Namb Facilities (Nater, Senitation and Hygiens) for Evacuation Construction of Person (portion) of Parks/Playsround at Bryy, has Inidro, Cainte, Risal

WITNESS MY HAND AND SEAL this _______ day of 2.7 NOV 2018 Rizal Provincial Capitol, Antipole City.

Doc No. ________ Doc No. _______ Page No. ________ RIZAL Provincial Capitol, Scries 20 _______ RIZAL PROVINCIAL CAPITAL CAPITAL SIZAL PARTITION OF TAYLOR PROVINCIAL CAPITAL SIZAL PARTITION OF TAXLOR PROVINCIAL CAPITAL SIZAL PARTITION OF TAXLOR PROVINCIAL CAPITAL SIZAL PARTITION OF TAXLOR PROVINCIAL CAPITAL SIZAL PROVINCIAL CAPITAL SIZAL PARTITION OF TAXLOR PROVINCIAL CAPITAL SIZAL PARTITION OF TAXLOR PARTITION OF TAXLOR PROVINCIAL CAPITAL SIZAL PARTITION OF TAXLOR PA

(INFIL DECEMBER 31, 29-9 PTR NO. 11120208A INF ROLL NO. 55320 1160 UNE ROLL NO. 39947

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NOTICE TO PROCEED

27 November, 2019

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

Dear Mr. Ubiadas:

The attached Contract Agreement flaving been approved, notice is licitely given to KIT URIADAS CONSTRUCTION CORP.—that work may proceed on the Improvement/Additional 2nd Floor (Mezzanine) of Ynares Multi-Purpose Bidg. at Bik. 30, Purok 8, Brgs. Sto. 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.

Very truly yours,

8

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on: #-24-14

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

7	his AGREEMEN (made and entered into by and between:
existing Circumfo	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, treatial Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by ERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and off Proprieto citizen,	d and existing under the laws of the Republic of the Philippines, with principal place of business like address at <u>Binearcount</u> , hisal and herein represented by its n/President/ General Manager, <u>hisal</u> , of legal age, Filipino single/married, resident of <u>Principal Real</u> , hereinafter referred to as the ACTOR WINESSETH, That
pursuant	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in of the Sangguniang Panlalawigan Ordinance No. 15, 9, 2019 namely:
Improve at Bike	ment/ dditional 2nd Aloar (Mezzanine) of Yaspes Multi Surpose Amilding . W. Juros S. Erg., Sta -me. Taytay, Risel
to undert Bid in a the const following considere Then are	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
Docume	1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bid nts, Approved Plans, Program of Works and Specifications and supporting/related documents integrated herewith and incorporated herein by way of reference, namely
4	a. SP Ordinance No

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 1110m 31% numbered seventy bix Thousand Six Bundred Thirty Five February 53/100 /PZ-575-535-51) Philippine (PZ,676,635,55 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;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Right Bendred Two Theorems Fine thandred Ninety Page 4 66/100</u>

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

- 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 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 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;

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

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

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

TNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of 2 NOV 2018 ____ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT BY CHEMINGS OF STATE Eauty/Firm/Corporation WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following <u>Place</u> Valid ID Presented <u>Date</u> Name/Engity Passport No. P8239281A Manila August 5, 2028 HON, REBECCA A. YNARES 008-410-689 LAURC UBIADAS all known to me and to me known to be the same person/s who executed the foregoing instrument and present.

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/Additional 2nd Floor (Fessenine) of Yeares Multi Furgose Smilding at 31k, 30, Turck 8, Brgy, Ste Ass, Taytay, Rical

WITNESS MY HAND AND SEAL this Antipolo City. Doc No. 277/Page NA. 48 Book No. 48 Sence 20 77	day of 2 7 NOV 2019 ATTY COMPANY PUBLIC 1000 18114 TAYTAL TOTAL STORMAN AND AND AND AND AND AND AND AND AND A
	# 4



NOTICE TO PROCEED

27 November, 2019

MR. CRCIL 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 of School Buildings at Bagong Pag-Asa Elem. School, Brgy. San Juan, Taytay, Rital effective on the day you received this Notice to Proceed.

Upon récéipt of this notice, you are résponsible 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:

CONSTRUCTION AGREEMENT 12

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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
O. F. P. C.E. TRUCTION organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Carcona, Nizel and herein represented by its Proprietor/President/ General Manager, Call Truction, single/married, resident of herein and herein represented by its citizen, single/married, resident of hereinafter referred to as the CONTRACTOR WITNESSETH, That
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panialawigan Ordinance No. 15, 0, 2010 manely:
Repair of school saildings at sagons absence slepentary school brgy. Sen Suam Taytay, Sizal
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 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eight fundred wenty three Thousand Nine Standard Courses Porty Seven Feeds & 75/100 (PS2) SAY-75), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing promises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sirty (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. 2. 2019 b. Corrificate 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 Socurity i. Addenda and Supplemental Bulletius j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

 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 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 Handyed Forty force Thousand (the Dunited Fighty Four Pesses & 33/400 (P. 242 48) 53 (P
- 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 figuridated 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 comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or 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 bader adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without 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 cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located

works is/are located			
IN WITNESS WHEREOF, 2 2 NOV 2019 at.	the parties have hereunto signed Antipolo City.	this Agreement this	day of
C.P. T. M. C.	RIZAL PR	OVINCIAT, GOVER	ENMENT
By: La Manue	By:	々	
Propresor/Mayager/President	RE	BECCA A, YNARE Governor	S
6 Phos	WITNESSES		
LOLDIA B. DEXILIZMAN	M	A. VICTORAB. TI	<u>EJADA</u>
(×	OTARIAL ACKNOWLEDGME	INT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	S)) S.S.		
BEFORE ME, a Notary Pu	blic for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	<u>P</u> ţaçe
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
COUL P. FRUNCISCO	124-335-980		
all known to me and to me known acknowledgment that the same is the present.	n to be the same person/s who c eir free voluntary act and deed as	xecuted the foregoin, well as the entity that	g instrument and they respectively
This instrument, consisting written and has been signed by the paragraph of tabeal duilding Taytay, hital	of three (3) pages including this arties hereto in each and every page at Bagong PageAss 21 and	page wherein this ac a hereof, refers to the A mtary School, B	knowledgment is Agreement for:
WITNESS MY HAND ANI Antipolo City.	O SEAL thisday of 7	NOV 2019 at Rival	Provincial Capitol,
Doe No. Page No	ATTY, MARI	LIK I Comment	ADAMO» 18-14
	NOTARY TAYTAY		POLO
Series 20 <u>/</u> [TAYTAY UNI	CANTA, RIZAL JANTI AL DECEMBER 31, 201	POLO 9

(BP ROLL NO. 55329 LIFETIME ROLL NO. 99047



NOTICE TO PROCEED

27 November, 2019

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

Dear Mr. Bilog:

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

Rehabilitation/Concrete Reblocking of T.R. Liagus St., Brgy. Santiago, Baras, Rital effective on the day you received this Notice to Proceed.

Upon réceipt of this notice, you are résponsible 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.

Hi-poster

Very truly yours,

REBECCA A. YNARES

Governor :

Lacknowledge receipt of this Notice on: Authorized Signature: GERALD KENN SJ. BILOG Name of the Representative of the Bidder:

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 VNARES, herein referred to as the PROVINCE; and
a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Forence izel</u> , and herein represented by its Proprietor/President/ General Manager, <u>Forence Sizel</u> , of legal age, Filipino citizen, single/married, resident of <u>Forence Sizel</u> , hereinafter referred to as the CONTRACTOR WITNESSELH, That,
WHEREAS, the PROVINCE declares that contain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. Trust Fund namely: Rehabilitation/onerate ablocking of Falls Llague at a regy. cantings, force, kizel
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 Cet. 30, 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 Nina Jundard Letter 1812 182 1836 188 has the parties hereto NOW, THEREFORE, for and in consideration of the foregoing prepases, the parties hereto
hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Sixty Eight (61) 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
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

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

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without 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-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
 - 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
 - 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
 - 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Interval 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 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.

Iurisdiction 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.

HON, REBECCA A. YNARES REFALD ICAN ST STLOG	Passport No. P8239281A 495-519-323	August 5, 2028	Manila
Name/Ecoty	Valid ID Presented	<u>Date</u>	<u>Place</u>
BEFORE ME, a Notary Po	blic for and in Antipolo City, p	ersonally appeared the	following
ANTIPOLO CITY) S.S.	•	
REPUBLIC OF THE PHILIPPINE	257		
,	IOTARIAL ACKNOWLEDGI	MENT	
LOLITA B. DE GOZNIAN		MA. VICTORIA B. TI	יאַ <i>טאַ</i> יכי
LOLITA B. DE GUZMAN	WITNESSES	A AGCTORIA D TO	CLADA
Proprietor/Manager/President		Governo	
कार्याहरू हैं और क्षेत्र कर उद्योग	_	REBECCA A. YNARE	S
By:	By:	₹	
Entity/Firm/Corporation			
CONTRACTOR OF A	RIZAL	PROVINCIAL GOVER	RNMENT

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 votantary 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 kehabilitation/Comorete Residenting of T.R. Liague St., Brgy. Santiago, Boran, Pisal

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Antipole City.	
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•	UNITE DECEMBER 31, 2019
	PTR HQ. 11120208A
	ISP ROLL NO 55320
	LIFETIME ROLL NO 69047



NOTICE TO PROCEED

27 November, 2019

MS. NOEMI D. SORIANO RSS CONSTRUCTION AND SUPPLY Teresa, Rizal

Dear Ms. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to RSS CONSTRUCTION AND SUPPLY—that work may proceed on the Construction of Covered Pathwalk and Improvement of Various Rooms at Baras Elem. School, Brgy. Concepcion, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor 🕁

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

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10/30/2019 # 15

CONSTRUCTION AGREEMENT 15

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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 sent of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address aterum
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalawigan Ordinance No
Construction in the per second construction of the construction of
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 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 two illion the landard fifty in thousand even fundated into the landard fifty in thousand even fundated in the landard fifty in thousand even fundated in the landard fifty in thousand even fundated in the landard fifty in the landard even fundated fifty in the landard fifty in the landard even fundated fifty in the landard fi
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:
I. The whole works subject matter of this Agreement shall be completed within algity four (84) 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, w. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Centract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Cas Sundred Fifty Wine Toomsend Seven Sundred Stry Mache 25/400. (P2.159.7/3.24). 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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5. It is understood that prior to the signif	ng of this Agreement, the Contractor has posted the
required performance security of PESOS	undred corty leven covered inc
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Philippine Currency, in the form of	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 inco	rporated 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 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;
 - II. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
 - 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
 - 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
 - 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BiR and duly validated with the tax payments made thereon.
 - 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Conumission to resolved shall be

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

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

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

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	the parties have hercunto signed antipolo City.	this Agreement this	day of
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REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY	3)) S.S.		
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BEFORE ME, a Notity Fitt	ilic for and in Antipolo City, per	soliarly appeared me	
Name/Enpty	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manda
NOME D. SERLAND	166-852-366		 -
all known to me and to me known admowledgment that the same is the present.	ir free vofuntary act and deed as	well as the entity that	they respectively
This instrument, consisting written and has been signed by the pa	of three (3) pages including this rties between a cach and every pag	page wherein this ac c hereof, refers to the	Agreement for:
Construction of Covered be Clementary School, Prey. C		emock auclick la	at Heres
WITNESS MY HAND AND Antipolo City.	SEAL this day of 2 7	' NOV 2511991 Rizat :	Provincial Capitol.
Doc No 456 Pose No 50 Book No 1	ATTY: Mi	ARIO PARTON BUNK	IC ADAMOS

PER NG. 45120208A IDP ROLL NO. 55320 LIPETIME ROLL NO. 69047

CONSTRUCTION AGREEMENT 16

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Read corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, 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
WHEREAS, the PROVINCE declares that contain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 4, 2015 namely:
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WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
consideration of the amount of
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

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

The Market Pitty Might Thompson Treaty Team

Peace 1 29/100

Philippine Currency, in the form of Performance Sent. 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

- 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."

- 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 dely 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 arbitestors under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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Documents:

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 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 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

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EPUBLIC OF THE PITLIPPINE	(S)		
NTIPOLO CITY) S.S.		
BEFORE ME, a Notary Pu	blic for and in Autipolo City, per	sonally appeared the i	following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
ON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manile
BETTO ACTIVES			

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:

Repair/Repairting of Incres builti .urpose Covered Court and Stage at Brgy. Beyugo, Jalejela, Risel

day of 2 7 MOV 2019 at Rigal Provincial Capitol, WITNESS MY HAND AND SEAL this Antipolo City. JANYA ADAMOR Doc No ATTY, MAG Page No. NOTAGE (OJOHIMANIJAKATOK Book No. TAYTAY CA UNTIL DECEMBER 31, 2019 Semes 20 / FTR NO. 11120208A IDP ROLL NO. 55320 LISETIME ROLL NO 09047

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NOTICE TO PROCEED

27 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 Construction of 15x24m Ynares Multi-Purpose Covered Court (Rafter Type) at Sitio Pulong Ligaya, Brgy. Bagumhang, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

В

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

_____<u>1\</u> 2

Authorized Signature:

Name of the Representative of the Bidder:

ELIZA N. VILLARICO

CONSTRUCTION AGREEMENT 🙇

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

		GOVERNMENT OF F at No. 7168, with sea					
Circumf	cremial Road corner	P. Oliveros St., Brgy. BECCA A. YNARES, h	San Reque	, Antipolo Cit	y, repres	cated in th	
7	NV CONSTRUCTION	AND SUPPLY		proprietorski			

organized and existing under the lays of the Republic of the Philippines, with principal place of husiness and office address at **Petolos, Existen** and herein represented by its Proprietor/President/ General Manager, ELIZA VILLARIO of legal age, Filipino citizen, single/married, resident of **Principal Philippines**, bereinafter 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. 25, 4, 2019 namely:

Construction of 15m24s Theres Nuiti-Furpose Covered Court (Refter Type) at Sitis Pulsag Ligaya, Brgy. Begunborg, Jelejala, 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 last **DOCATOR**, 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 Too Harders Tourney One Tourney Contract Cont

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 Constitution (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated besein by way of reference, namely:

- a. SP Ordinance No. 15, •. 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 dbeuments/statements contained in the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R. A. No. 9184

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

Three Million Two Marked Twenty-One Thousand One Handred Seventy-Trace Page 173.06), Philippine

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Wine Backed Staty-Sta Topes of Three Backed Plfty-Tve Passe 4 16/100 (P 166, 332, 16)

 Philippine Currency, in the form of Passfermance Band as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 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 PROVENCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether 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 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 estitle 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 17 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 fiquidated 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 becaunto signed this Agreement this _ 2 NNV 2010 at Antipolo City. THE CONSTRUCTION MED BUFFLY RIZAL PROVINCIAL GOVERNMENT Emity/Firm/Corporation By: ELIZA VILLARICO REBECCA A. YNARES Governor &--Proprietor/Manager/President WITNESSES <u>DE)GUZMAN</u> NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 35.5.

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

Name/Enrity Valid ID Presented Date Place

HON. REBECCA A. YNARES Passport No. P823928) A Aug. 5, 2028 Manifa

FLIZA VILIABICO TIB No. 312-049-087

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 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 of 15x24x Years Multi-Purpose Covered Court (Refter Type) on Sitio Fulcon Liggue, Brgy. Regumbong, Julejele, Risel

WITNESS MY HAND AND SEAL this Antipole City.	day of 2 7 NOV 2019 Right Provincial Capitol,
Doe No.	PAGE FUIL (AND 18-14
Page No	TAVIAN COLARY PUBLIC ANTIPOLO UNTIL DE CARTON DE LA 2019
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	gp () () () 53320
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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

27 November, 2019

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

Dear Mr. Bilog:

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

Construction of 4,000 gals. Elevated Steel Water Tank at San Guillermo National High School, Brgy. San Guillermo, Morong, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

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REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

1-24-ja

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

- 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 Too Standard Forty-Too Thousand Fine Handred Forty-Too Thousand Fine Handred Party-Too T
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring duting the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE:
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- [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 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 bereisaaller referred to;
- 14. CONTRACTOR undertakes to pay taxes in fell 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 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 arbitration under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

THE STOCKE CHARLES AND CONTROL OF COLOR OF COLOR
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 Moreog, Riss!, and herein represented by its Proprietor/President/ General Manager, GENALD EXISTS., berting, of legal age, Filipino citizen, single/married, resident of Moreog, Riss!, hereinafter referred to as the CONTRACTOR WEINESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 40, 2019 namely:
Construction of 4,000 gais Elevated Steel Moter Tank at San Guillacono Mational High School, Brgy. San Guillacon, Herang, 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 30 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 Person 144/100 (P 102, 187, 74). Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty (20) 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, 44 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 Contificate/NFCC/Contificate 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 Eight Thousand Four Hundred Eighty-140 Fesos 6 74/100 (P 808,482.74). Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the

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



NOTICE TO PROCEED

27 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 CONSTITUTE work may proceed on the Repair/Improvement of Youres Multi-Purpose Covered Court at Capt. Titoy St., Sitio Ibaba, Brgy. San Pedro, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

REBECCA A. YNARES

Very truly yours,

Lacknowledge receipt of this Notice on:	
Authorized Signature:	an
Name of the Representative of the Bidder:	OLIVER O. AQUINO

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 unplementation 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 hercunto signed this Agreement this at Antipolo City. CKB BUILDING RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: , By: CERALD KEEN S.J. ATLOG REBECCA A. YNARES Proprietor/Manager/President Governor* WITNESSES UZMAN 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 Valid ID Presented Date Name/Eptity Passport No. P8239281A Aug. 5, 2028 Manila. HON REBECCA A. YNARES GERALD KRIEN S.J. BILOG 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:

Construction of 4,000 gale. Elevated Steel Water Took at Sen Guillerne National High School, Ergy, See Guillerno, Morong, Rizel

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WITNESS MY HAND AND SEAL this _	day of 1 1000 at Rizal Provincial Capitol,
Antipole City.	2 MOV ZONI
Doc No	ATTY REPORT TO A SAVA ADAMOS NOVERNAL DE L'ADAMA ADAMOS
Book No.	TAYTAY ROMARY PUBLIC ANTIPOLO
Service 20 77	UNTIL 077.00/9/08/34, 2019
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	LIFETH FOOL NO BROAT



NOTICE TO PROCEED

27 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 CONST that work may proceed on the Repair/Improvement of Ynares Multi-Purpose Covered Court at Capt. Titoy St., Sitio Ibaba, Brgy. San Pedro, Morong, Rival effective on the day you received this Notice to Proceed.

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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O. AQUINO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and outcred 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 Birurngotum, Rizel and herein represented by it Proprietor/President/ General Manager, CLIVER ACUTIO of legal age, Filipine citizen, single/married, resident of Birurngotum, Rizel hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed a pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 0. 2019 namely:
Repeir/Improvement of Ynares Multi-Purpose Covered Court at Cept. Titoy St., Sitio Ibaba, Brgy. San Pedro, Morong, Rizal
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 30 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 is consideration of the amount of Seven Handred Nineteen Thousand Seven Handred Pifts Nine Pesce & 01/100 (P 719,759.01), Philippine Currency.
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 Sixty-Eight (68) calendar days, in accordance with the provisions of the Bi Documents, Approved Plans, Program of Works and Specifications and supporting/selated documen which are integrated berewith and incorporated herein by way of reference, namely:
a. SP Ordinance No15, **. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security i Addenda and Supplemental Builetins
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

AH!

 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 Seven Handred Nineteen Thousand Seven Hundred Fifty-Nine Pesos & 01/100

(P 719,759,01 _____), 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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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Elendred Fifteen Thousand Nine Bandred

 Tourity-Seven Peece & RC/100 (P 215,927.70)

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

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

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

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

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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 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 ferfeiture 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.

RIZAL PROVINCIAL GOVERNMENT

By:

acr/President

Bv:

REBECCA A. YNARES Governor

WITNESSES

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

Valid ID Presented Plaœ Name/Ensity Date HON REBECCA A. YNARES Manile Passport No. P8239281A Aug. 5, 2028

CLIVER AQUIAD

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

Repair/Improvement of Ymeres Multi-Furrose Covered Court at Copt. Titay St.,

Sitto Ibebe, Pray. Sen Pedro, Morong, Fital Witness MY HAND AND SEAL this ______ 2011) 30 Hizal Provincial Capitol, day of 7 NOV

Antipolo City.

Doc No. Pege No.

Dock No. Series 20 f.

東に 84名 85 かりょう TAXER CANNOTARY PLANTED - cR 31, 2019 UNTIL DE

> PTR # 0 1113G20BA IDP 200, at 000, 55320 URETON FOLL NO 100047



NOTICE TO PROCEED

27 November, 2019

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

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is bereby given to JRD-D2 ENTERPRISES—that work may proceed on the Asphalt Overlaying of Various Roads at Sitio Namny, Brgy. San Juan, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PORPHRIOP, MINA

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 at	πd
existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capit	oľ,
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act l	bý
its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and	•

JEG-D ² ENTERPAISES	, i	a sole proprie	torship/priva	ate corporati	on, duly
organized and existing under the laws of	f the Republic o	f the Philippine	s, with princ	cipal place of	business
and office address at	may, Mast	, auno	herein	represented	by its
Proprietor/President/ General Manager,	PORFIRIO			, of legal age	, Filipino
citizen, single/married, resident of	Teray,	Ricol	hereinafter	referred to	as the
CONTRACTOR WITNESSETM, That,				-	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 25, • 2019 _____ namely;

Asstalt Overlaying of Veriees Besis at Sitio Hessy, Ergy. See Just, Horong, 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 30 Getaber 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 Hillion Case Business Economy Server Managed Economy Server (P. 3.177, 513.79), 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 Sinty () 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
 - c Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's 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 larter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

The PROVINCE bereby, covenants to pay the CONTRACTOR the application Committee Seventy-Seven Photograph Figure 1971	WILE PESOS
5 79/100). Philippine

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

A H

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Man Manager Fifty-Theon 1
 Handred Party-Pour Peses & 24/100 Philippine Currency, in the form of Furfermone lead 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 Doctuments:
- 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 projudice to other courses of action and remedies available under the circumstances."

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

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

Without prejudice to administrative 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 forfeinire 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.

Intrisdiction 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 PHYLIPPINES)

ANTIPOLO CITY

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

) S.S.

Name/Butity Valid ID Presented Date Place

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

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

Apphelt Overlaying of Various Roads at Sitio Memmy, Brgy. San Juan, Nameng, Risal

WITNESS MY HAND AND SEAL this	day of 2 7 NDV_Migar Rizal Provincial Capitol,
Antipole City.	
Doc No	ATTY ASSESSMENT OF ASSAULT
Page No.	TAYTAY CHOTARYRUGUCAS SHOLO
Series 20 //.	CN18L STOCKMBER 31, 2019
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	IBP ROLL NO. 50320
	" LIFETIME ROLL NO 99047

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NOTICE TO PROCEED

27 November, 2019

ENGR, PORFFRIO 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 of Various Roads at Sitio Caingin, Turentique St., Sitio Wawa & Road at Cruz Compound, Sitio Taghangin, Brgy. San Juan, 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 Emplementing 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,

DEDECCT A VEADES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder.

PORFERIO P. MINA

CONSTRUCTION AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

CHIRACON CONTROL INCOME TO CONTROL INTO CONTROL CONTRO	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized a	ınd
existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capit	ρľ,
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act	bу
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and	•
180-0 ² ZETERFRISES a sole proprietorship/private corporation, d	aly
organized and existing under the laws of the Republic of the Philippines, with principal place of busin	CSS
and herein more control by	its:
non-dependent Control Manager	inn
and office address at Temey, 1150 , and herein represented by Proprietor/President/ General Manager, CAFIRIO (IIIA , of legal age, Filip citizen, single/married, resident of Tecey, \$1501 , hereinafter referred to as	the
CONTRACTOR DESCRIPTION TO CONTRACT TO THE CONTRACT OF THE CONT	ш.
CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed	in
pursuant of the Sangguniang Panlalawigan Ordinance No. 150 10 2019 namely:	
pursuant of the Sanggamang Paniatawigan Ordinance (16).	
Aspeals Overlaying of Various Hoods at Sitto Coingin, Turnstique St., Sitio 6	
4 Road at Cres Compound, Sitte Technongin, Brgy, East Junes, Marriag, Sixel	
, , , , , , , , , , , , , , , , , , , ,	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete	nc c
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Respons	ive
The second and binds itself to undertain the second of the second and binds itself to undertain the second and the se	al.
Bid in a public hidding held last 10 Cotober 2019 , has accepted and binds itself to undert	ek.
the construction and completion of the above said infrastructure works strictly in accordance with	
following standards set forth in the old documents, approved plans, program of works and spectrication	וונ ז.
following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of feven Milion Seventy-For Program of works and specification consideration of the amount of feven Milion Seventy-For Program of works and specification consideration of the amount of feven Milion Seventy-For Program of works and specification consideration of the amount of feven Milion Seventy-For Program of works and specification consideration of the amount of feven Milion Seventy-For Program of works and specification consideration of the amount of feven Milion Seventy-For Program of works and specification consideration of the amount of feven Milion Seventy-For Program of works and specification consideration of the amount of feven Milion Seventy-For Program of works and specification consideration of the amount of feven Milion Seventy-For Program of works and specification consideration of the amount of feven Milion Seventy-For Program of works and specification consideration of the amount of feven Milion Seventy-For Program of the seventy-For Progr	
(P 7 6074 4 5044), Philippine Current	у.
Annual Company of the	
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties her	ett
hereby agree as follows:	
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. 1. The whole works subject matter of this Agreement shall be completed with	'UIL
() calendar days, in accordance with the provisions of the	Bic
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents	int
which are integrated herewith and incorporated herein by way of reference, namely:	
11 . 4448	
a. SP Ordinance No. 15, 04 2019	
b. Cortificate 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	
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i. Addenda and Supplemental Bulletins	
j. Notice of Award of Contract and the Contractor's Conformity thereto	
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the	
Rules and Regulations implementing R.A. No. 9184	
TO THE PARTY OF TH	-1
In consideration of the payment to be made by the PROVINCE to the CONTRACTOR,	UH
latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject	10
this Agreement in conformity with the province of the Contract;	
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PES Seven Militan Seventy-Four Inquests Pour Hundred Fifty Fesse 4 46/100	OS
94A44 SATTISES MARKED-LAGE THORSEST COST INVIDES NICES ASSESS & AST TOP	
(P 7,074,450.46), Philipp	
Currency, in consideration of the construction and only upon completion of the infrastructure we	нķ
unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in	rh
manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;	

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Too Hilliam One inchined Toursey-Two Property (P. 2, 122, 235, 14 Tarne Howland Thirty-Flore Person & 14/100 as a measure of guarantee for the Philippine Currency, in the form of Turkopmuses bend 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 comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

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

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

Without 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 bereunto signed this Agreement this _ NOV 2019 at Antipolo City. JRD-D³ DATEAPS (\$15) RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES Governor & Proprietor/Manager/President WITNESSES MA. VICTORIA LOLITA DEXCUZMAN 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 Valid ID Presented Name/Entity

Passport No. P8239231A Aug. 5, 2028 HON, REBECCA A. YNARES

ANDY OISTRESS

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 nréséni

TIN NO. 154-422-689

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

Apphalt Overlaying of Verious Roads at Sitie Cairgin, Torontique St., Sitie Name & Road at Crus Compound, Sitte Teghnegin, Brgy, San Jose, Herong, Risel

day of 2 7 NOV 2019 at Rizat Provincial Capitol, WITNESS MY HAND AND SEAL this Appipole City. SUBAGA AVADAR ... Doc No. . : <u>APP</u>1, NO. 18-14

ATTY (EAST) Page No. NOTARY Book No. ταγταν 🦸 Series $20 \underline{/},$

ONTH, DESCRIPTING 31, 2019 PTS : 0 11120208A |BP 57 (2 NC 55320 LIFETISH (SOLL NO 1904)

žiotak kijožina Kulhora:

Manila



NOTICE TO PROCEED

27 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

Imprv. of Vuotes Multi-Purpose Covered Court & Fence at Brgy-Imatong & Brgy-Takungan, Pillila,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

Governor

I acknowledge receipt of this Notice on:

h: 29:19

Authorized Signature:

Name of the Representative of the Bidder;

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT 72

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., Ergy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and
	ARD BUILDING , a sole proprietorship/provate corporation, duly
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Borov, Risel and berein represented by its Proprietor/President/ General Manager, citizen, single/married, resident of Borov, Risel and berein represented by its of legal age, Filipino citizen, single/married, resident of Borov, Risel 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. 15, 10, 2019 namely:
	Improvement of Ymeres Multi-Purpose Covered Court & Fence et Brgy. Imstong & Brgy. Tshungan Piliile, Risel
a de	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 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, *. 2019
	b, Certificate of Availability of Funds
SØ /	c. Scope/Program of Work and Detailed Estimate
1	d. Drawing, Plans and Specifications
/ U	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
أ	i. Addenda and Supplemental Bulletins
41	j. Notice of Award of Contract and the Contractor's Conformity thereto
V	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 coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Eight fundred Fifteen Thousand Eight Hundred Twenty-Pag Pages 6 66/100 (P #15,822.60), 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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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to 22
 any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Handred Forty-Four Industrial Seven Randred Porty-Six Perce 2 30/100

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

- 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, edpy 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 Tieneral 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 resemd 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 wolfare 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 beginning 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, 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 22. 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 anylati of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT LARD BUTLDERS Entity/Pirm/Corporation Bv. , By: REBECCA A. YNARES nakora iliyy otayar Governor 🌣 Proprieton Adamager/President WITNESSES B. TEJADA LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place <u>Date</u> Valid ID Presented Name/Entity Passport No. P8239281A Aug. 5, 2028 Manila HON, REBECCA A. YNARES TIN NO, 119-041-448 NAMES OF STREET

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 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 bereof, refers to the Agreement for:

Improvement of Ynores Multi-Purpose Covered Court & Fetce at Brgy. Instong & Srgy. Teknogen, Pililie, Rizel

Doe No. Of Page No

TAYTA NOTÓRN PUBLIC FAN SPOLO (INTIC DECEMBER 31, 2019 PER EG, 11120208A ISP ROJENO 55320

LIFETIME ROLL NO 09047



NOTICE TO PROCEED

27 November, 2019

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

Dear Ms. Nocon:

The attached Contract Agreement having been approved, notice is hereby given to SAN RAFAEL BUILDERS—that work may proceed on the Const'n of I-Storey Ynares Multi-Purpose Bidg, at Southville 8C, Phase IR, Brgy, San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA'A, YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

MARIA LOIDA C. NOCON

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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
	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, Rizal and berein represented by its Proprietor/President/ General Manager, FARIA LOTIA C. NOCON of legal age, Filipino citizen, single/married, resident of Rodriguez, Rizal hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
	Construction of 1 storey Ymeres Multi-Purpose Bldg. et Southville SC, Fosselk, Brgy. Sen Jose, Rodriguez, 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
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	1. The whole works subject marter of this Agreement shall be completed within Ninety-Stu (56) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 15, a. 2019 b. Certificate of Availability of Fonds 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
5	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 Con Hillion Right Hundred Eighty-Seven Thousand Five Hundred Sixty-Two Pesos Pesos (p 1,887, 562.17), Philipping 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 Plyn Hundred Sixty-61x Thousand Two Handred Two Handred Sixty-61x Thousand Two Handred Two H
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring duting 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 teaches 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, musimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without 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.

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.

DY WITTERESS WHEREOF, the parties have hereunto signed this Agreement this _______ day

at Antipolo City.

SAN RAFAEL MULDERS _______ RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By: ________ By: ________ RESECCA A. YNARES Governor \(\) WITNESSES

NOTARIAL ACKNOWLEDGMENT

MA, VICTORIA

REPUBLIC OF THE PHILIPPINES)

ÓÉ GUZMAN

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. REDECCA A. YNARES Passport No. P8239281A Aug. 5, 2028 Manila

MARIA LOUDA C. HOCON TIN NO. 910-996-326

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

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 1 storey Ymares Multi-Purpose Bldg. at Southville SC, fhere iK., Srev. Sec Jose. Redriguez. Risal

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WITNESS MY HAND A	AND SEAL (bis	_day2017km	, at Rizad Provincial Capitol
Antipolo City.		NOV 2019	000
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NOTICE TO PROCEED

27 November, 2019

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

Dear Mr. Geronimo

The stacked Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION — that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Charmisons Subd., Brgy. Geronimo, 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 seturn the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

10-24-191

Authorized Signature:

Name of the Representative of the Bidder.

10/30/2019 # 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, du	ly organized and
existing under Republic Act No. 7168, with seat of government at the Rizal Pro-	ovincial Capitol,
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represent	ted in this act by
its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE;	

CSGER CONSTRUCTION CORPORATION	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Rep	ublic of the Philippines, with principal place of business R1201 and herein represented by its
Proprietor/President/ General Manager, CARUS	GERORIMO of legal age, Filipino
citizen single/married, resident of Bodri	guez, Rizal , bereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	
	nat certain infrastructure works should be constructed in
pursuant of the Sangguniane Panlalawigan Ordina	ance No. 15, 1. 2019 namely:
	uting that it has the financial and, technical competence
to undertake the above said infrastructure works,	has been declared as the Lowest Calculated Responsive
	2019 has accepted and binds itself to undertake
	aid infrastructure works strictly in accordance with the
following standards set forth in the bid document consideration of the amount of bevon han	s, approved plans, program of works and specification in dred Eigozy-Six Thousand Five Hundred (p 766,579.78), Philippine Currency.
Seventy-Mine Peror # 78/100	(p 766,579,78), Philippine Currency.
NOW, THEREFORE, for and in const	ideration of the foregoing premises, the parties hereto
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hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within

. I. The whole works subject matter of this Agreement shall be completed within Seventy (20) 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 Ordinauce No. 15, e. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- c. Construction Schedule
- f, Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplemental Bulletins
- 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 Sevent Randred Eighty-Six Thousand Five Randred Seventy-Rine Pesos & 78/100

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 Test Marriand Talety-Five Testeand Nine Bandred

 Seventy-Three Peses 5 \$2/100 (P 235,973.93)

 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 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 PROVENCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations 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 resented or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12 The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its meome and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the conplementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

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

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

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

Name/Finity Valid ED Prescoted Date Place

HON, REBECCA A, YNARES Passport No. P8239281 A August 5, 2028 Manila

CARLOS GERONDO TIN NO. 009-082-732

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

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 Fecilities (Water, Semitation 5 Hygiene) for Everystion Center at Cherulzons Subd., Ergy. Geronimo, Rodrigues, Risel

WITNESS MY HAND AND SEAL this Antipolo City. Dec No	day of NOW 2019 at Rigal Provincial Capitol, ACT ACT ACT ACT ARY PUBLIC ACT ACT ACT ACT ACT ACT ACT ACT ACT AC
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NOTICE TO PROCEED

27 November, 2019

MR. CÁRLÓS S. GERÖNIMO CSGER CONSTRUCTION CORPORATION Rodriguez, Rizal

Dear Mr. Gernonimo:

The attached Contract Agreement having been approved, notice is liereby given to
CSGER CONSTRUCTION CORPORATION — that work may proceed on the
Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for
Evacuation Center at Marigold Subd. & Doña Maria Subd., 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,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

10/30/2019 # 25

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 PROVENCE; and

its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVENCE; and
CSGER CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of busines
and office address at Society. Rizel and borein represented by it
Proprietor/President/ General Manager, CARLOS GERONIEO , of legal age, Filipin
Proprietor/President/ General Manager, CARLOS CERCNISO , of legal age, Filipin eitizen, single/married, resident of Rooriguez, Rizei , 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, 6, 2019 namely:
Construction/Provision of Wesh Facilities (Weter, Sanitation & Hygispe) for Evacuation Center at Harigold Subd. & Done Maria Subd., Brgy. Burgos, Rourigues, 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 30 October 2019 has accepted and binds itself to undertak
the construction and completion of the above said infrastructure works strictly in accordance with th
following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of One Million Five Handred Eighty-Seven Thousand Nine Handred Fifty-One Perce \$ 44/100 (P 1,587,951.44), Philippine Currency.
Harriand Fifty-One Pesos & 44/100 (P 1,587,951.44), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here:
hereby agree as follows:
. I. The whole works subject matter of this Agreement shall be completed within Ninety (20) catendar days, in accordance with the provisions of the Bi
Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:
a, SP Ordinance No. 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

 Bid Security i. Addenda and Supplemental Bulletins

bidder/s two (2) bidding envelopes

f. Request for Expression of Interest

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

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

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;

	Thousand Nine Function Fifty Une Person
	(P.1,587,951,44). Philippine
Currency, in consideration of the construction and	
unless otherwise agreed by the parties, subject of this	
manner prescribed by the Contract and specified in the	ic Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Bundred Seventy-61st Tenuesard Three Sundred Eighty-Five Peece 6 43/100 (P 476,581.43)

 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 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 reseind 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 compossation 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 bereinafter referred to:
 - 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so with entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
 - 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

NESS WHEREOF, the parties have become signed this Agreement this _ _ _ day of NOV _2019 _ _ at Antipolo City. CSCER CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Governor\(\frac{1}{2}\) WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Valid ID Presented Place Name/Entity Date Passport No. P8239281A August 5, 2028 HON, REBECCA A. YNARES CARLOS GENONIDAD TIN NO. 009-002-732

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

Construction/Provision of Wesh Facilities (Weter, Sanitation & Hygiene) for Procuetion Center at Mariaold Subd. & Done Merie Subd., Bray. Bursos.

Rodriguez, Rizei	And the second and a second
WITNESS MY HAND AND SEAL this Antipolo City. Dec No 444	day of 27 MOV 25 At Rival Provincial Capitot, ATTY, MAIL OF NOTARY PUBLIC A 18-14 IAYTAY, CALL BOLL WILLOUD ONTEL O LANCE CO. 2019
	PTR (1.1.1513) 93A IBP ROLL 530 (3820 UFETIME ROLL 30 (38647



NOTICE TO PROCEED

27 November, 2019

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

Dear Mr. Geronimo:

The attaclied Contract Agreement liaving been approved, notice is hereby given to
CSGER CONSTRUCTION CORPORATION — that work may proceed on the
Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center
at Victoria Hills Eastwood Greenview, Phase 5, Brgy. San Isidro, 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:

11-29-167

Authorized Signature:

Name of the Representative of the Bidder.

tLOS∕S. GERONIMO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This series state that and different and by series.
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
creative 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, CARIAS (FRONIN), of legal age, Filipino citizen, single/married, resident of Rodriguez, Rizel, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, c. 2019 namely:
Construction/Provision of Weeh Facilities (Water, Smitation & Hygiene) for Evacuation Canter at Vistoria Hills Essented Grecowiew, Phase 5, Brgy. Sen Isidro, Rodriguez, 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 hidding held last 30 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 Seven Nandred Pighty-Six Thousand Five Nandred Seventy-Nine Perce 4 78/100 [P 786, 579.78]], Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Seventy (70) natendar 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 envelopes h. Bid Security i. Addends and Supplemental Bulletins
 Notice of Award of Contract and the Contractor's Conformity thereto Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Handred Eighty-Six Thousand Five fundred Seventy-Kine Peeos \$ 78/100 (P 786+579-78), Philippine

Correctly, 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;

John J.

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Bundred Tourty-Five Theosend Mine Hundred Seventy-Three Pesos 6 93/100 (P 235,973.93 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 approach to the compliance with the obligations under this Agreement and all approach to the compliance with the obligations and the compliance with the obligations and the compliance with the obligations and the compliance with the obligations are considered as a measure of guarantee for the factor of the compliance of the compliance with the obligations and the compliance with the complex with the 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 tou 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 remodies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's. health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
 - 10. 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, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price aud/or change. hider 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

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 Ho to resort to other alternative modes of disputes resolution.

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

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

works is/are located. IN WITNESS WHEREOF, the parties have becounts signed this Agreement this _____ day of 2 Z NOV 2019 ___ at Antipolo City. CSGER CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entiry/Firm/Corporation Bv: By: KKIS GÉRONIMO REBECCA A. YNARES Gavernor 🌣 Proprietor/Manager/President WITNESSES KIZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Piace Name/Entity Passport No. P8239281A August 5, 2028 Manila HON, REBUCCA A, YNARES CARLOS GERONIMO TIN NO. 009-082-732 all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

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

Construction/Provision of Wesh Facilities (Water, Sanitation & Sygiene) for Bracustion Center at Victoria Hills Eastwood Greenview, Phase 5, Ergy. Sen Isidro, Soirigues, Rissi

2 7 NOV 2019 , for Rizal Provincial Capitol, WITNESS MY HAND AND SEAL this Antipolo City. FAT PROGRAMOS Doc No ATTY, SAAHISI/ Page No. NOTATION SNOTARY PUBLIC 13-14 Book No Book 30 / YAYTAY CAWAW HEALT ANTIPOLO UNTIL SELEMBER 31, 2019 P16, 95, 11138208A (BP 70), END, 55320 LIFETREE ROLL NO 1904?



Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 November, 2019

MR. JUAN PAOLO MIGUEL E. MANLAPYT 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 17x30m Ynares Multi-Purpose Covered Court (Rafter Type) at East Meridian (Phase 1A Bianca), Brgg. San Isidro, 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: QUAN PAGEO MIGUEL E. MANLAPIT

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AN ANDRO MICCOC B. MARCATI

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

L. EUSEBIO ACE DEVELOPMENT CORPORATION a sole proprietorship/private corporation, duly	
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasis City and herein represented by its Proprietor/President/ General Manager, JUAN PAIRO MIGIRL E. WALAPIT, of legal age, Filipine citizen, single/married, resident of Pasis 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. 15, 9, 2019 namely:	
Construction of 17x30m Wagner Melti-Purpose Covered Court (Refter Type) at Ess Meridian (Phase 1A Bience), Brgy. San Isidre, Rodrigues, Risel	t
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 30 October 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the	:

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

following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Mine Burdred Eighty Thousand Two Hardred

(P 3,900,221,02

- One **Number of this Agreement shall be completed within 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, s. 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule

Twenty-One Peros & 02/100

- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplemental Bulletins
- 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;

Three HITION NINCE Descript engaging the Colombia Colombia Colombia Colombia

(P 5,980, 221.02), Philippine ompletion of the infrastructure works

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementus 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 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 One Hundred Finety-Four Thousand Sixty-Six Passe & 31/100 (P 1,154,066,31

Philippine Currency, in the form of **Parformance** 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 Faitures" 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 meconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract 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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(17 referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties bereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

the appropriate court of the city/munic works is/are located.	ipabity of the Province of 1	KIZAI Where the infrastri	icture project or
IN WITNESS WHEREOF, the 2 2 NOV 2019 at Ant		ned this Agreement this	day of
L, EUSEBIO ACE DEVELOPMENT COMPORATION Entity/Firm/Corporation	RJZAL	PROVINCIAL GOVE	RNMENT
By:	By:	0	
JUAN PAULO HEGIEL E. HANKAI	PT.	REBECCA A. YNARE Governor	S
Proprietos/Manager/President		Governore	
bat	WITNESSES	2/	
LOLITA PLOE PUZMAN		MA, VICTOR B. TI	E <u>JADA</u>
b			
TOX	'ARIAL ACKNOWLEDG'	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY	\$.\$.		
BEFORE ME, a Notary Public	for and in Antipolo City, p	personally appeared the	following
Name/Enrity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
RIAN PARLO MIGUEL E. MANCAPIT	TIN NO. 000-159-91	7	
all known to me and to me known to acknowledgment that the same is their to present.	the the same person's where voluntary act and deed	a executed the foregoing as well as the entity that	g instrument and they respectively
This instrument, consisting of written and has been signed by the partic	three (3) pages including to as hereto in each and every p	his page wherein this ac age hereof, refers to the a	knowledgment is Agreement for:
Construction of 17m30m Ymere Haridian (Phase 14 Bisnes),	s Multi-Purpose Cove Brgy. Sen Isidro, Ro	red Court (Refter drigues, Risel	Type) at East
WITNESS MY HAND AND S	EAL, thisday of	2 7 MOV 20 at Rizal	Provincial Capitol,
Antipolo City.		$\Omega_{\bullet} = 0$	/
Doc No. <u>251</u> Page No. <u>1</u>	-	VIII Y	St. Leave
Book No. 74 1	Altela Com	a balancia (Caraca)	IC 18-14
8 crie s 20 <u></u>	TAY!	EAN CAINTA RIZAL : 100	PIPOLO NIS

UNTIL DECEMBER 31, 2019 PIR NO. 11120208A (BP ROLL, NO. 55320) EIPETRAE ROLL NO 198047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 November, 2019.

MR. DENNIS C. SANDIL D.C. SANDIL CONS'N AND REALTY DEVITING. Pandi, Bulacan

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to D.C. SANDIL CONS'N AND REALTY DEV'T INC. that work may proceed on the Asphalt Overlaying of Eastwood Roads, 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

Соустот

Lacknowledge receipt of this Notice on:

11-79-191

Authorized Signature:

Name of the Representative of the Bidder:

DENNIS C. SANDIL

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, begain referred to as the PROVINCE; and

D.C.	a soic proprietors and provide composition, duty
	organized and existing under the laws of the Republic of the Philippines, with principal place of business
	and office address at See June City and herein represented by its
	Proprietor/President/ General Manager, DENIS C. SAUDIL of legal age, Filipino
	citizen, single/married, resident of Sen June City, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 0. 2010 namely:

Asybelt Courleying of Sentuned Sonde, Modelmon, 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

October 2015

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 Perty Eight Hiller Eight Business States Eight Toolsens States Business Eight Business (P 48, 485, 250, 100), 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 **Dec Bundard** (200) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:

- a, SP Ordinance No. 29, c. 2010
- 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 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 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 PROVENCE hereby covenants to pay the CONTRACTOR the amount of PESOS Facty-fight Million Right Mondred Staty-Fight Theorem Form Innered Contract Manager 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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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Foreteen Militar Els Mandred Plans Theorem 1 (P 14,669, 137, 25)

Philippine Corrency, in the form of Foreteen 1 (P 14,669, 137, 25)

Philippine Corrency of and compliance with his obligations under this Agreement and all

faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;

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

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 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 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 2% to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _ _ _ day of _at Antipolo City. 2 2 NOV 2019 D.C. SANDEL CONCIDENTIFIER & BEALTY my t. de. RIZAL PROVINCIAL GOVERNMENT Entital Figure Comporation By: By: Governor & tor/Manage/ WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILUPPINES) ANTIPOLO CELY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid iD Presented Date Passport No. P8239281A August 5, 2028 Manila HON, RE 77# M(j. 185-518-534 all known to me and to me known to be the same person's who executed the foregoing instrument and

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:

Asphait Overlaying of Sestamed Books, Podrigues, Elsel

day of 2 7 NOV 2018 Rical Provincial Capitol, ATTY, MARIA ALVIE RUCAYA ACAMO - ROTARY SUBSITARPHUROC13-14 TAYTAY CAMO A RIZAL / ANTIPOLO UNTIL DECEMBER 31, 2019 PIC MO. 11120208A
€: 1,1 HO, \$5320 HESTER TOUL NO \$9847



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 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 Rehabilitation/Concreting of Various Roads at Modesta Village, Brgy. Sto. Niño, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

p. 24-14)

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:

and the second of the second of the second of				
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				
CSCER CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly				
organized and existing under the laws of the Republic of the Philippines, with principal place of business				
and become move enter by its				
Proprietor/President/ General Manager, CALOS CAL				
citizen, single/married, resident of monthly with the necessarily reserved 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. 120ST FORD namely:				
Rebebilitation/Commreting of Verious Roads at Madeste Village, Bogy. Sto. Nino,				
Sen Hateo, Rizal				
WHEREAS, the CONTRACTOR, wastranting that it has the financial and, technical competence				
to undertable the above said infrastructure works, has been declared as the Lowest Calculated Responsive				
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 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				
following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Hillon Five Handred These Thomsand Five Handred Eighty-Four Perce & 06/100 (P 2,503,554.05), Philippine Currency.				
(P o jose je v o o o o o o o o o o o o o o o o o o o				
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:				
hereby agree as follows:				
hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Elighty (80) calendar days, in accordance with the provisions of the Bid				
hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Eligibty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents.				
hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Elighty (80) calendar days, in accordance with the provisions of the Bid				
hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Elighty (80) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:				
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Hereby agree as follows: I. The whole works subject matter of this Agreement shall be completed within Elighty (80) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. Trust And b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule				
I. The whole works subject matter of this Agreement shall be completed within Elighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. Trust Find 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				
i. The whole works subject matter of this Agreement shall be completed within Elighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated 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 e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the witning				
I. The whole works subject matter of this Agreement shall be completed within Elighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. Trust Find 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				
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hereby agree as follows: I. The whole works subject matter of this Agreement shall be completed within Elighty (30) 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 horewith and incorporated herein by way of reference, namely: a. SP Ordinance No.				
hereby agree as follows: I. The whole works subject matter of this Agreement shall be completed within Elighty (
hereby agree as follows: I. The whole works subject matter of this Agreement shall be completed within Elighty (30) 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 horewith and incorporated herein by way of reference, namely: a. SP Ordinance No.				
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3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Hillion Five Hundred Three Thousand Five Hundred Righty-Four Pesos 6

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;

(P Z, 503, 584, 06

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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 Seven Hundred Fifty-One Thousand Seventy-Five Pesos & 22/100 (P 751,075.22)

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

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

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

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

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

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

Without prejudice to administrative sanctions that may be imposed in propor 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 cases or suit out of the implementation of this Agreement, shall belong to works is/are located.

the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or IN WITNESS WHEREOF, the parties have becounts signed this Agreement this _ _ _ day of ____ day of ____ at Antipolo City. CSGER CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By; REBECCA A. YNARES Proprietor/Manager/President WITNESSES B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) 5.5. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity August 5, 2028 Manila Passport No. P8239281A HON, REBECCA A. YNARES CARLOS CERMINIDO TIN NO. 009-082-732 all known to me and to see 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 beroof, refers to the Agreement for: Rehabilitation/Concreting of Verious Roads at Modesta Village, Ergy. Sto. Mino, Sen Metec, Rizel WITNESS MY HAND AND SEAL this ______day of 27 NOV 2019t Rizal Provincial Capital, Antipolo City. ATTY, MARY DUBLIC PYT, NO. 18-14 NOTRIBEDRY PUBLIC PYT, NO. 18-14 TAYTAY, CANCER PUBLIC AND POLO

ONTH, DECEMBER 31, 2019 PYR 5-0, 11120208A (BF ROLL) MD: 55320 EIFETIME NOW, NO 99347



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

27 November, 2019

MR. RENATO C. VILLAROMAN LARO 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 Drainage Canal (portion) at Damaso Reyes St., Brgy. San Isidra, Tanay, Rizat effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

N. 263 (A)

RKNATO C. VILLAROMAN

CONSTRUCTION AGREEMENT 3 o

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and hetween:

The PROVINCIAL GOVERNMENT OF RE	ZAL, a local gov	comment unit,	duly organized and				
existing under Republic Act No. 7168, with seat							
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by							
its GOVERNOR, HON, REBECCA A. YNARES, her							
TINA PRITTERAN							

LARD FUILDERS	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the and office address at Beree, Proprietor/President/ General Manager,	he Republic of the Philippines, with principal place of business
citizen, single/married, resident of CONTRACTOR WITNESSETH, That,	Beres, Rizel , hereinafter referred to as the
WHEREAS, the PROVINCE deciporsuant of the Sangguniang Panlalawigan	lares that certain infrastructure works should be constructed in Ordinance No. 15, *• 2019 amely:
Construction of Drainage Canal (Tuney, Risal	portion) et Demeso Beyes St., Brgy. Sem Isidro,
WHEREAS, the CONTRACTOR	, warranting that it has the financial and, technical competence

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 30 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 Contract Military Contract Military Contract Military Contract Military Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Sixty-Form (64) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 15, *. 2019
- b. Confficate 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 discuments/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;

One Million One Hundred With Thousand Mills Hundred Forty Tube amount of PESO
(P
Correspond in apprishmental of the construction and only upon completion of the infrastructure work

Currency, in consideration of the construction and only upon completion of the intrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the marnier 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 Teres Hundred Thirty-Tve Teoretand Nine

 **Surdived Elighty-Tve Peecs & 90/100 (P.332,962.90)

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

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

Without prejudice to administrative 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 hereumo signed this Agreement this _ MΩM 2010 at Antipolo City. CARD BUILDERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Comoration By: By: TANDIALITY OF MASS REBECCA A. YNARES Proprietor/Manager/President Governor ≪ WITNESSES <u>LOUTA B' DE GUZMAN</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 Place Date Valid ID Presented Name/Entity Aug. 5, 2028 Manila HON, REBECCA A. YNARES Passpon No. P8239281A TIN NO. 119-041-448 RENATO VILLAROMAN 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 Springge Canel (portion) at Deceso Rayer St., Brgy. San Tsidro,

lettey, steet	2 7 4-
WITNESS MY HAND AND SEAL this	day of NOV 2019 eq. Rizal, Provincial Capitol,
Antipolo City.	ATTY MARTINE DE PROMA ADMINE
Doc No. 258	NOTARÉ#865: 3, 7 AFPT NO. 18-14
Page No. 32	TAYTAY, CONSTANSIAL / ANSIPOLO
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