

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 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/Improvement of Various School Buildings at University of Rizal System-Antipolo Campus, Brgy. San Raque, 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 &

Lacknowledge receipt of this Notice on:

12 - 30 - 120

Authorized Signature:

Name of the Representative of the Bidder;

EDWIN BARIVERA

CONSTRUCTION AGREEMENT Q

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, berein referred to as the PROVINCE; and

EIT VOLADAS CONSTRUCTION CONFORMATION , 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 Minimpoting Eisel and herein represented by its
Proprietor/President/ General Manager, LANC H. WLANG of legal age, Filipine
citizen, single/married, resident of
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No

Construction/Provision of Nob-Familities (Meter, Samitotion & Mygione) for Brownstian Conter at Botasyville, Regy. Degragem, Mineagenen, Misal

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

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, 0. 2019
- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- b. Hid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

	-	,	•						
•	3,	The PROVINCE	hereby coven	ants to pay th	: 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;



N/

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Geods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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

¥

His

K

9

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.

IN WITNESS WHEREOF	the parties have hereunto signe Antipolo City.	d this Agreement this	day of
Entity/Firm/Corporation	CEATEGE RIZAL P	ROVINCIAL GOVE	RNMENT
By:	By:	EBECCA A. YNARE	ss
Proprietor/Manager/President		Governor &	
134	WITNESSES	_	
LOLITA B/DE GYZMAN	N	ил. Vістовулу ті	EĮADĄ
(_N	OTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	S)) S.S.		
, BEFORE ME, a Notary Pul	blic for and in Antipolo City, per	rsonally appeared the l	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
LADIO N. UNIARAS	TIF NO. 608-416-689		

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 cotity that they respectively present.

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

Construction/Provision of Work Facilities (Noter, Sanitation & Mygless) for Evenuation Conter at Reteryville, Regy, Decomps, Sinuagenes, Missl

WITNESS MY HAND AND SEAL this Amipole City. Doc No	day of 1 8 DEC 2019 Rizal Provincial Capitol, ACT TOMARIA OF TOMARA ADAMOS ROYARY CONTAR ADAMOS AVIAY, CONTAR ADAMOS TAYTAY, CONTAR ADAMOS
Series 20 <u>19</u>	ONTIL ORGEMPER 31, 2019
	PTR 80. 11120208A IBP ROLL NO. 55320 LISETIME ROLL NO.09047



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 2019.

MS. DARCY KIMEL DJ. RESPICTO DARCY AND ANNA BUILDERS AND TRADING Cardona, Rizal

Dear Ms. Respicio:

The attached Contract Agreement having been approved, notice is hereby given to
DARCY AND ANNA BUILDERS AND TRADING—that work may proceed on the
Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene)
for Evacuation Center at Villa Grande Subd., Brgs. Cupang, 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 Schodule.

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

Very truly yours,

REBECCA A YNARES

Conumos

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

DARCY KINELD RESPICIO

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

DARCY AND ARMA CHILDERS & TRADING	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of	if the Philippines, with principal place of business.
and office address at Chrdons, Sizel	, and beroin represented by its
Proprietor/President/ General Manager, SARCY NING	DI. RESPICIO, of legal age, Filipino
citizen, single/married, resident of Cordons	91291 bereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalawigan Ordinance No. 15, \$, 2019 ______namely:

Construction/Provision of Wesh Facilities (Water, Sanitation & Hygiene) For Evacuation Center at Villa Grande Subd., Brgy. Ourang, 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 18 November 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 Fundred Ninety-Ivo Thousand Four Hundred

Forty-Six Peros 5 26/100

(P 792,446.26

) 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 Seventy (70) calcular days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 15, 4. 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f, Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - | Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven forkired Ninety-Iwo Thousand Four Puncted Forty-Six Peros \$ 25/100 (p. 752,445.25), Philippine

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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,

Z

- 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. Dec thereford Thirty-Toron Toronto Seven Handred Thirty-Toron Toronto Seven (P 237, 733, 48)

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

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

10

4

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

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

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

the appropriate court of the city/muni works is/are located.	scipality of the Province of Kiz	al waget the intrastri	icime projekt or
IN WITNESS WHEREOF, to 3 DEC 2019 at As	he parties have hereunto signed ntipolo City.	d this Agreement this	day of
DARCY AND ANNA BUILDERS & T	WAGLING RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation	_		
By:	By:	ĸ	
MARCY KINEL TO BENETICE	RI	EBECCA A. YNARE	s
Proprietor/Manager/Procedent		Governor 6	
1/071	WITNESSES	-/	
LOLITA B. WE GUZMAN	7	AA. VICTORA B. TI	EJA <u>DA</u>
. //			
V NO	TARIAL ACKNOWLEDGMI	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) } \$.\$.		
BEFORE ME, a Notary Publ	ic for and in Antipolo City, per	rsonally appeared the	following
Name/Entity	Valid ID Presented	<u>D</u> ate	Place
HON, REBECCA A. YNARES	Passport No. P8239283A	August 5, 2028	Manila
BARCY KINKL DJ. MESPICEO	TIN NO. 288-539-648		
all known to me and to me known to acknowledgment that the same is their present	to be the same person/s who of free voluntary act and deed as	executed the foregoin, well as the cotity that	g instructent and they respectively
This instrument, consisting of written and has been signed by the part	(three (3) pages including this ties bereto in each and every pag	page wherein this ac e hereof, refers to the	knowledgment is Agreement for:
Construction/Provision of W Evacuation Center at Villa			
	4.	5 to 2.	
WITNESS MY HAND AND : Antipote City.	SEAL thisday of 1	8 DEC 2019u Rizal :	Provincial Caphol
Dockin 324		An/X	- 4 * * * *
Page No	. ACTY.	MANUAL CONTRACTOR	дұд д ОДМ ОР — Ю»О. 18-14
Saries 20 7.7	AT	YTAY CARRY SEAL	r ANTIPOLO
		UNTIL DECEMBER	51, ZVIS 484

IBP ROLL NO. 55320 LIFETIME ROLL NO. 68047.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 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
Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation
Center at Village East Executive Homes, Brgy. Muntindilaw, Antipola City
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor≱-

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

lake &

LÁURO M. UBIADAS

11/18/2019 #

CONSTRUCTION AGREEMENT 3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Cinangonen, Right and herein represented by its Proprietor/President/ General Manager, 18190 14, 51,18385 of logal age, Filipine citizen, single/married, resident of 11000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000 15, 1000
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalawigan Ordinance No. 15 p. 2022 namely:
Construction/Provision of west Facilities (Weter, Senitation & Hygiene) for Europetion Center at Village East Executive Power, Prgy. Funtindilar, Annipolo 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 however 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 lawning responsible for lawning responsible for the amount of lawning responsible for lawning r
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 () calendar days, in accordance with the provisions of the Bio Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No

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 coverants to pay the CONTRACTOR the amount of BESOS beven substiced supply of a coverant of the contract of the contrac

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;

b. Bid Security

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in 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 projectice 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 loternal Revenue and a copy of its income and business tax returns duly stamped and received by the HIR 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

all the second

k

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 3. Agreement, without prejudice, however to any mutual agreement of the parties bureto to agree in writing 3. 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 _______ 2019a Antipolo City. kat biliyos gynsindution comparation RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Βv. Βv: LAVARO M. UNIAN REBECCA A. YNARES Proprietor/Manager/President Governor À WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S S ANTROLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Date <u>Place</u> Name/Entity Valid ID Presented Passport No. P8239281A August 5, 2028 Manita HON, REBECCA A. YNARES LAURO M. UPIANAS TIN 500 003-410-659 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 doed as well as the entity that they respectively

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) (or Association Center at Village East Esecutive Homes, Ergy, Muntindilar, Antipolo City

.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 2019

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

Dear Mr. Atada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP.—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Senara dela Paz Subd. (ABA Homes), Brgy. Dalig, 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.

12.20.19

Very truly yours,

REBECCA A. YNARES

Governor A

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

11/18/2019 # 4

CONSTRUCTION AGREEMENT 4

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with 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
PLAG CONSTRUCTION CORFORATION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at BINANGONAN, SIZAL and herein represented by its Proprietor/President/ General Manager, Freialia ARADA of legal age, Filipino citizen, single/macried, resident of BIGANGONAN, 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. 15_1 9. 2019 namely:
Construction/Provision of West Facilities (Water, Senitation & Hygiene) for Evecustion Center at Senora dels Pas Subd. (APA Homes), Brgy. Delig, 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 Bird in a public bidding held last 18 November 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 Fundred Fighty Eight Rousend Five Handred Eight 1950s 5 (1/100). Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:
The whole works subject matter of this Agreement shall be completed within Seventy () 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. 13, v. 2019
b. Certificate of Availability of Funds
e, Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule f. Request for Expression of Interest
g. Budding 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
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven landeed Eighty-Eight Thousand Five Furties; Fight 1990s 5 71/100
(P /68, 306, 71), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works

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

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



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to flany official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Thirty-Six Thousand Five Bundred Fifty-Two Percs 4 61/100 (P 236,552,61)

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

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

K

V

4

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 bereto to agree in writing 4 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, 66	e parties have hereunto sig tipolo City.	ned this Agreement this	day of	
Entity/Firm/Corporation By: FIRNATOC ATABA Proprietor/Mandper/President LOLITA B. DE GUZMAN	By: WITNESSES	PROVÈNCIAL GOVER REBECCA A. YNARES GOVERNOT MA, VICTORIA B. TE		
(NOT	TARIAL ACKNOWLEDG	MENT		
REPUBLIC OF THE PHILIPPINES) ANTEPOLO CITY	S.S.	-		
BEFORE ME, a Notary Public	for and in Antipolo City,	personally appeared the fo	ollowing	
Name/Entity	Valid (D Presented	<u>Dare</u>	Place	
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila	
PERNANDO AKADA	TIN 100, 007-885-67.	3		
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 Wash Facilities (Water, Sanitation & Hygiene) for Evecuation Center at Senors dela Fas Suici. (APA Remes), Bargy, Delig, Antipolo City				
WITNESS MY HAND AND SE Antipolo City. Doc No. 34 Page No 44 Book No 5 Series 20 19.	ATTY A	AV 8	25AMOS 16-14 1190. 0	

P45, 5.G., 11(29263A 199 ROLL NO. 59320 19961935 ROLL NO. 99847



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 2019.

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

Dear Ms. Villarico:

The attached Contract Agreement having been approved, notice is hereby given to TNV CONSTRUCTION AND SUPPLIES—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Brgs. Sta. Cruz & Brgy. San Roque, Antipato City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor[®]

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

[2-20-[4]

11/18/2019 # 5

CONSTRUCTION AGREEMENT - <

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between;

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 Proprietor/President/ General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlahawigan Ordinance No. 15, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2,
Continuation/Provision of North Facilities (Nature, Sectionies & Sygiene) for Toronation (enter at Ergy. Sta. Croz * Frgy. Fan Torona, 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, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto

The whole works subject matter of this Agreement shall be completed within 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, 9, 2019

- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security

hereby agree as follows:

- 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;

The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
97/1:30 (P 1, 3: 4, 7)). 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;

V

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

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

 \mathcal{Y}

8

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 5 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 restrution for the damages done of the forfesture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil 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 becounts signed at Antipolo City.	this Agreement this	day of
THE COMMITTEE AND SURF	TLY RIZAL PR	OVENCIAL GOVE	RNMENT
Entity/Firm/Corporation			
ali Mi		10	
By: Clay / flow	By:	\mathcal{O}	
: EXP VIGLERI .	RE	BECCA A. YNARE	S
Proprietor/Manager/President		Governor	-
LI.	WITNESSES	9/	
LOLITA B. DE QUZMAN	M	a. VICTORIA B. TI	EIAĐA
	_		
t.	NOTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY	PES)) S.S.	•	
BEFORE ME, a Notary F	ublic for and in Antipolo City, pers	onally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBEÇÇA A. YNAREŞ	Passport No. P8239281A	August 5, 2028	Manila
ILIZA VILLANÇO	115 :: 0. 312-099-067		
acknowledgment that the same is to present. This instrument, consisting written and has been signed by the province of the construction.	va to be the same person's who exhere free voluntary act and deed as we got three (3) pages including this parties hereto in each and every page. Light (see 1 Page), Families	page wherein this achieved, refers to the A	they respectively knowledgment is Agreement for: Leno) Lyz

IDP ROLL NO. 55329 EFETIME ROLL NO. 68047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 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 Asphatt Overlaying/Concrete Reblocking (portion) of Road at Sitio Fuentes, Brgs. Darangan, 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:

2 - 20 90

Authorized Signature;

Name of the Representative of the Bidder:

LATERO M. LIBIADAS

CONSTRUCTION AGREEMENT G

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and catered into by and between:

•
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized at existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
KIT SPIADAS GUSIAUCITON CORPORATIOS a sole proprietorship/private corporation, du
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at [12000,0000, 1120] and herein represented by in Proprietor/President/ General Manager, [120] [120] and herein represented by its proprietor/President/ General Manager, [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120] [120
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Parlalawigan Ordinance No. 15, 7, 2019 namely:
Asylest twerlaying/Contrate Reblocking (portion) of Soor at Sitto Fuentes, Cryy. Rerangen, Minempower, Rivel
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 Responsible in a public bidding held last have said infrastructure works strictly in accordance with a following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of Eight thanking Fight Provised Six laborator for the result of the amount of
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here hereby agree as follows:
The whole works subject matter of this Agreement shall be completed with Staty () calendar days, in accordance with the provisions of the B 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, 4. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule

16 16

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

g. Bidding Documents including all the dbeaments/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 (the transfer Fighty-Fight Thousand Mix Tourist foxty- are regos to Zavita)
(P ***, SAT. 25), 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;

1

- 4. The CONTRACTOR warrants that be has not given nor promised to give any money or gift to any official or comployee 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 hardred Sixty-Six Thousand Five Bundered Finally-Tvo Feros 38/100 (P 200, 572.32)

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

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

ł

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.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _______ day

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _______ day

1 3 DEC 2019 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

By:

WITNESSES

LOLITA FOR GUZMAN

NOTARIAL ACKNOWLEDGMENT

PROVINCE OF THE PAYO IPPONES.)

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) S.S.

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

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

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

Asphalt Overlaying/Concrete Rebiocking (portion) of Road at Sitio Fuenter, Ergy. Derengen, finengonen, Ritel

	day of
Antipole City.	

Doc No. <u>555</u>
Page No. <u>41</u>
Book No. <u>5</u>
Series 20 F4.

ATTY, MARIN SECT PURAYA ADAMO NOTARY POSY PURIFIC, NO. 18-14 TAYTAY, CAINTA, REAL! ANTIPOLO UNTIL DECEMBER 31, 2019 PTR NO. 11120208A ISP ROLL NO. 55320 LIFETIME ROLL NO. 09047

1



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 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/Construction of Drainage Canal at Puruk I & II, Brgy. Gulod, 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:

_____<u>|21.30.19</u>___

Authorized Signature.

Name of the Representative of the Bidder:

RINGO C. ANORE

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

•
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
G. ANORE CENSTRUCTION organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Nizzi and herein represented by its Proprietor/President/ General Manager, Original Anorth and herein represented by its proprietor/President/ General Manager, Original Anorth Anort
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. 15: 8: 2019namely:
isprovement/Construction of Drainage Camal at Purok I & II, Brgy. Gulod, Binangonan, Bizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 Sovember 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Six Handren Pitty-Soven Thousand Four hundred Inixty-Coe Perox 5 03/100 (P 4,057,431,03), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. b. 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 documents/statements contained in the winning bidder/s two (2) bidding envelopes
b. Bid Security Addenda and Supplemental Bulletins

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

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

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

Rules and Regulations implementing R.A. No. 9184

this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS (wo Million Six Supried Fifty-loves, Propend Four Lancared Thirty-One Pesos 5 64/100 (P. 2,05/,431.03), Philippine 8 03/100 (P 2,05/,431.03), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Sowen Fundated Renety-Seven Thousand Two flurdred Twenty-ithe Fence \$ 31/100 (P 797, 229.31)

 Philippine Currency, in the form of Performance found 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 gravantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- A 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 subranted 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

Lorenfring

2

1

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.

WORLS IN AND TOCARCIE.			
	ne parties have hereunto signed t ntipolo City	his Agreement this	day of
G. ACCRD FOREFOREITH	RIZAL PRO	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation	—	4	
By: Constine	By;	6	
CRINGO COMBRE	REF	BECCA A. YNARE	S
Proprietor/Manager/President		Governor	
Rel	WITNESSES		
LOLITA BADE GUAMAN	<u>MA</u>	VICTORIAN TE	<u>UADA</u>
t NO	TARIAL ACKNOWLEDGMEN	ΝŢ	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.		
BEFORE MF, a Notary Publ	ic for and in Antipolo City, perso	onally appeared the	following
Name/Entity	Valid IO Presented	Date	<u>Pl</u> ace
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
GRINGO C. ANORE	TIE 80. 253-374-109		
all known to me and to me known to seknowledgment that the same is their present	to be the same person's who ex free voluntary act and deed as w	course the foregoing	s instrument and they respectively
This instrument, consisting of written and has been signed by the part	f three (3) pages including this page ies hereto in each and every page	page wherein this ac hereof, refers to the a	knowledgment is Agreement for:
herrovement/Construction of Binangonen, Rissi	Dreinego Cemel at Furo	k I & II, Urgy.	duked,
WITNESS MY HAND AND	SEAL thisday of	C 2019 . nt Rizat	Provincial Capitol,
Antipolo City. Dec No. 177 Page No. 177 Book No. 177 Scries 20 1/		TAYTAY, CARETA, UNTIL DECEM PTR NO.	7 CAYA ADAMO: CAYES, NO. 18-14 EIZAL / ANTIPOLO MSER 31, 2019 11120208A .NO. 55320

LIFETIME ROLL NO 09847



Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 2019.

MR, MARK N. FERMINDOZA FERMINDOZA BUILDERS AND CONS'N ENTERPRISE Binangonan, Rizal

Dear Mr. Fermindoza:

The attached Contract Agreement having been approved, notice is hereby given to FERMINDOZA BUILDERS AND CONS'N ENTERPRISE that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Vista Verde Executive Homes, Phase I, Brgy. San Isidro, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

11/18/2019 # 8

CONSTRUCTION AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

FEFMINISTRA FUILDERS 5 CONSTRUCTION FRIEFFREIGE sole proprietorship/private corporation, duly

organized and existing under the laws of the and office address at Coint*.	ξ _ε γ)	ippines, with pri and herein	represented by its
	WILL PERMINERA	Lauring.	, of legal age, Filiping or referred to as the
citizen, single/married, resident of Call CONTRACTOR WITNESSETH, That,		, nereman	, iesepta ia as an
WHEREAS, the PROVINCE declare pursuant of the Sangguniang Panlalawigan Or	s that cortain infrast dinance No. 15, 5	tructure works s	hould be constructed in namely:
Construction/trovision of Vash Fac Evecuation Center at Vista Verde (Cainta, Rizal			
WHEREAS, the CONTRACTOR, we to undertake the above said infrastructure we Bid in a public bidding held last 18 Roves the construction and completion of the above following according to the hid decree of the said decree of	rks, has been declar aber 2019 have said infrastructure	ed as the Lowes is accepted and l e works strictly	t Calculated Responsive binds itself to undertake in accordance with the
following standards set forth in the bid docum consideration of the amount of Seven He for type 1 get Feroe 3 33/100	nents, approved prant nedres! Eighty-St — — — — — — — — — — — — — — — — — — —	s, program of w ix 17 oursend ! 56,449.53	Four Hundred), Philippine Currency.
		'	3 · ·

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

- Seventy (18) 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, #. 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the dbcoments/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Soven Handred Eighty-Six Thousand Four Handred Social February 19th Peros & 53/100 (P /co.448.53 _____). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Thirty-Five Thousand Nine Hundred (P. 205, 934, 55 Thirty-Four Peros & 56/100 Philippine Currency, in the form of Performence Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Decuments;
- 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 perioda
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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



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

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

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

	he parties have hereunto signed ntipolo City.	this Agreement this	day of
ELEA-EXICA -UNDERS & ONST CORPUSE		OVINCIAŁ GOVER	NMENT
Entity/Firm/Corporation			
By:	By:	BECCA A. YNARES	i.
Proprietor/Manager/President		Governor)-	•
MI	WITNESSES		
LOLITA BYDE GUZMAN	м	A VICTORS B TE	J <u>ADA</u>
, No	OTARIAL ACKNOWŁEDGME	NT.	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY)) S.S.		
BEFORE ME, a Notary Pub	lic for and in Antipolo City, per	sonally appeared the f	ollowing
Name/Entity	Valid (D Presented	<u>Date</u>	Place
HON, REDECCA A, YNARES	Разерол No. P8239281A	August 5, 2028	Manila
MARK FERMINIXEA			
all known to me and to me known acknowledgment that the same is their present.	to be the same person/s who e r free voluntary act and deed as t	nocuted the foregoing well as the entity that:	instrument and they respectively
This instrument, consisting of written and has been signed by the par-	of three (3) pages including this ties hereto in each and every page	page wherein this act thereof, refers to the A	knowledgment is greement for:
Construction/Provision of W Evecuation Center at Vista (Cainto, Rizal	est Facilities (Water, S Verde Trecutive Homes, #	enitation & Hygi Mass I, Ergy. 5:	ene) for m Isideo,
WITNESS MY HAND AND Amipole City. Doc No. 37/	Φ: f r	· · · · · · · · · · · · · · · · · · ·	SAVA ADAMOS ¿. NO. 18-14
Series 20 79	7.	18579 23325 (1854) 200 5 (1859) 14133 1811 (1816) 234	. J ANTIPOLO 31. 2019

IBP ROLL NO 50320 DESCRIME ROLL NO 09047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 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 Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for for Evacuation Center at Rotaryville, Brgy. Darangan, 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

Governo8-

Lacknowledge receipt of this Notice on:

12 - 26 - 19

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT Q

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. Oliveres St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and

its GOVERNOR, HON, REBECCA A. Y	NARES, berein referred t	to as the PROVINCE; and
organized and existing under the laws of and office address at Manager, citizen, single/married, resident of CONTRACTOR WITNESSETH, That,	the Republic of the Philip ten, Pisel LANG M. WIANA Standards, Pipel	ppines, with principal place of business and herein represented by its
WHEREAS, the PROVINCE de pursuant of the Sangguniang Panlalawiga	clares that certain infrastr in Ordinance No. 15, *	ructure works should be constructed in
Construction/Provision of Upob Procession Contac ut Botacyvi)]	Familities (Weter,	Sanitation & Mygiano) for
WHEREAS, the CONTRACTOR to undertake the above said infrastructure. Bid in a public bidding held last 10 the construction and completion of the following standards set forth in the hid deconsideration of the amount of	e works, has been declared by the part of the same of	accepted and binds itself to undertake works strictly in accordance with the

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

), Philippine Currency.

The whole works subject matter of this Agreement shall be completed within severally () 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, 0, 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest.
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Hid 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;

Saven Residuel Planty-Rine Thirdead Rightson Perso & W/100	ine annous	nt or PENO
), Philippin
Currency, in consideration of the construction and only upon completion of the		
unless otherwise agreed by the parties, subject of this Agreementss a contract pr	ice at the ti	one and in the
manner prescribed by the Contract and specified in the Bid and as agreed upon by	y the Contra	actor;



V/

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

 The Prior Prior State of PESOS

 Philippine Currency, in the form of
 Perfections Time

 The Prior

 (P 110, 703, 40)

 Philippine Currency, in the form of
 Perfections Time

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
 - The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
 - 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

¥

H

 $rac{1}{3}$

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/musworks is/are located.	nicipality of the Province of Riz	al where the infrastr	nicture project or
IN WITNESS WHEREOF,	the parties have hereunto signed Antipolo City.	this Agreement this	day of
LIT UDIABAS CONSIDERCIEGO CORRE	DATES DIVAL DE	DINGS COVER	DXXXENT:
Entity/Firm/Corporation	- KOTAL A	ROVINCIAL GOVE	Kinintely t
By:	By:	6.	ne.
Proprietor/Manager/President	_	Governor &	
/x	WITNESSES	•	
LOLITA B/DE GYZMAN	M	IA. VĮCTOBĄJĘ. TI	EĮADĄ
(_N	OTARIAL ACKNOWLEDGMF	INT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY)) S.S.		
, BEFORE ME, a Notary Pub	lic for and in Anapolo City, per-	sonally appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON. REBECCA A. YNARES LAURO M. UNIARAS	Passport No. P8239281A TIF NO. 606-410-489	August 5, 2028	Manila
all known to me and to me known neknowledgment that the same is their present.		well as the cetity that	they respectively
written and has been signed by the par	ties bereto in each and every page	hereof, refers to the /	Snowledgeledi is Agreement for:
Construction/Provision of D	och Foolities (Motor, 1	imitation & Syg	less) for
Properties Contac at Notacy	Ville, Stille Decompos, S	itingram, Har	1
WITNESS MY HAND AND Amipolo City.	SEAL thisday of	DEC 2019 _{84 Riza)} I	Provincial Capitol,
Dac No. 35%	601 i	MARIA SHAPE NOTAL	CUMAGA AY
Page No. <u>14.</u> Book No. 5 Stries 20_[4]	NC TAY	TAY CHILATERIAL	ND. 18-14 ANTIPOLO

UNTIL ORGEMPER 31, 2019. PTR 310, 11120208A (BP ROLL NO. 55320) LIFETIME ROLL NO.09047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 2019

MR. BRIAN D. FERIDO DUKHEA CONSTRUCTION Binangonan, Rizal

Dear Mr. Ferido:

The attached Contract Agreement having been approved, notice is hereby given to DUKHEA CONSTRUCTION — that work may proceed on the Rehabilitation/Concreting (portion) of Bonifacio St., Brgy. San Carlos, 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

.....

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

D. FERIDO

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 proprietor/President/ General Manager, of Iceal age, Filipino citizen, single/married, resident of CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No.
Rebobilitetion/Commreting (portion) of Demiforie St., Dogy. Son Carlos, Disangenes, 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 matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 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 discuments/statements contained in the winning hidder/s two (2) bidding envelopes b. Bid Security i. Addenda and Supplemental Bultetias 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 Centract;
The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS The Million Foor Mandred Ten Thomsond One Mandred Fifty One Food & A 100 (P 1, 402, 151.74). 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;

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

 Forty-Five Passe 4 53/109

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

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

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

- 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

44

Š

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.

surjediction 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

1 3_DEC_2010at	Antipolo City.		
DURING CEMPTHUCTION	RIZAL PI	ROVINCIAL GOVE	NMENT
Entity/Firm/Corporation		,	
By:	By:	ĸ	
BRIAN PHRIDO	RE	BECCA A. YNARE	s
Proprietor/Managey/President	_	Governor &	_
101	WITNESSES		
		. sacrontleto m	
LOLITA BÜDE GUZMAN	<u>M</u>	IA, VICTORIASB. TI	<u>JADA</u>
/ .	OTARIAL ACKNOWLEDGME		
(OTARDAL ACKNOWLEDOME	MAI	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY	S)) S.S.		
ANTIFOLO CITT) S.a.		
BEFORE ME, a Notary Pol	blic for and in Antipolo City, per-	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
METAN FERENCE	TIM NO. 300-263-262		
all known to me and to use known acknowledgment that the same is the present.			
This instrument, consisting written and has been signed by the pa	of three (3) pages including this rties hereto in each and every page		
Bobsbilitation/Commuting Binangeous, Risel	(portion) of Damifocie \$	t., Mrgy. Son Ci	elet,
WITNESS MY HAND AND Antipolo City.	SEAL thisday of	8 DEC 2019 Rical 1	rovincial Capitol,
Duc No. 365 Page No. 35	. ATTY, 5	Ar	YA ACABOS
Book No 5 Series 20 10.	801	ALC SOTARY PUBLI	90.18.14
_	147	IAN CAUCH CANAL UMBS CACEMBER M	
		PIR (%), 1112020	

ISPIROULING, 56928 JIFETIME ROLLING, 69647



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 2019.

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

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEFI.BEND CONSTRUCTION INC. that work may proceed on the Repair/Repainting of Ynares School Bidgs.ut Exadus Elem. School, Brgp.San Juan, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA W. YNARES

Governor__

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

11/18/2019 # 11

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 Sen Juan City, and herein represented by its Proprietor/President/ General Manager, CRAZER BALLETA, of legal age, Filiping
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. 15, 6, 2019 namely:
Repeir/Repeinting of Ynares School Brildings at Empire Elementary School, Begy. San Juan, Coints, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 November 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 Constitution Constitution States States Theorem 1965.

Hundred Thirty-Con Pages 4 01/100 (P 1.165.431.03), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty-Eight (69) 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, 0. 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h, Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto .
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Con Hillien One Hundred Sixty-Five Thousand Four Hundred Theirty-One Pesos

 8 03/100 (P 1,165,431,03), 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;

All RE

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

 Three Handred Perty-Rine Three St. Handred Philippine Currency, in the form of furface 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 Hidding 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 superformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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 dutation of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax 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

k

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 it 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.

works is/are located.			
IN WITNESS WHEREOF, the	ic parties have bereunto signo itipolo City.	this Agreement this	day of
STEELERING CONSTRUCTION,	INC. RIZAL P.	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
ву:	By:	4	
JESSN PAYTE Proprietor/Manager/President	R	EBECCA A. YNARE Governor	S
6.1	WITNESSES		
LOLITA DE GRAMAN	<u>N</u>	IA. VICTORIA B. TI	EJADA
NO.	TARIAL ACKNOWLEDGMI	ENT	
REPUBLIC OF THE PUBLIPPINES) ANTIPOLO CYTY	S.S.		
BEPORE ME, a Notary Publi	e 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, 2028	Manib
JESSA PAYTE	TEN NO. 009-268-226		
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 volintary not and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Repainting of Yourse School Publidings at Eroches Elementary School, Briggy. San Juan, Cainte, Rizal			
WITNESS MY HAND AND S Antipolo City. Doc No	ATTY MAY NOT A NATIA	2	HPOLO

(BP ROLL NO. 55320 CIFETIME ROLL NO. 89847



OFFICE OF THE COVERNOR

NOTICE TO PROCEED

18 December, 2019.

MR. DANILO C. MAGNO TRANCOM ENGINEERING CONSTRUCTION Taylay, 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 for Evacuation Center at Brgy. San Andrew & Brgy. San Isidro, Cainta, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

S. So. Li

O C. MAGNO

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

TRANSOM ENGINEERING CONSTRUCTION	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic	of the Philippines, with principal place of husiness.
and office address at Toytoy, Kisal	and herein represented by its
Proprietor/President/ General Manager,DANILO	MACRO , of tegal age, Filipino
citizen, single/married, resident of Taytay,	Rizal hereinafter referred to as the
CONTRACTOR WITNESSETH, That,	
	•
WHEREAS, the PROVINCE declares that or	rtain infrastructure works should be constructed in

Construction/Provision of Wash Facilities (Water, Semitation & Hygimma) for Evacuation Center at Bray. San Andres & Bray. San Isidro, Ceinte, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 November 2019, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Hilliam Five Sandard Seventy-Four Thousand Seventy-Four Seventy-Four Thousand Seventy-Four Seventy-Four Seventy-Four Seventy-Four

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 Handerd Transty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. 15, 1, 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i, Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 - 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby coverable to pay the CONTRACTOR the amount of PESOS One Million Five Hundred Seventy-Four Thousand Seven Gundred Sixty-Five

 Perce 5 97/100

 (P 1.574, 765.97), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 2.

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-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 resteind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

18

9/

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

Without 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 restination for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

benefit derived from the act or acts to question or both at the discretion of the Courts. Jurisdiction over civil case or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/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 ____ 3 DEC 2010 ___ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Bv: REBECCA Ă. YNARES Governor χ Proprietor/Manager/President WITNESSES **GUZMAN** NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place: Date Valid ID Presented Name/Entity Manila Aug. 5, 2028 HON REBECCA A. YNARES Passport No. P8239281A <u>TIN NO. 130-461-254</u> DANTLO MAGNO

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 Wesh Pacilities (Water, Semitation & Bygiene) for Execution Center at Brgy. Sem Andres & Brgy. Sem Island, Caista, Risel

WITNESS MY HAND AND SEAL this	day of 1 8 DEC 2019 at Rizal Provincial Capitol,
Antipole City.	ATTY TO STELL DATE STATE
Doc No. 353	ROTAL CONTRACTOR OF
Page No 11 Back No. 5	TAYTAY MOYIAR Y-PERRING TAYTO TO THE
Series 20 19	ONLY DECEMBER 31. 2019
	21R NO. 1112020BA
	ISP ROLE NO. 59320

LYPT THME ROLL NO. 09047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 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

Improvement of Ynares School Bidgs, at Rosario Ocampo Etem. Sch., Brgy. San Juan, Taylay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor 🕁

I acknowledge receipt of this Notice on-

12:20:44

Authorized Signature:

Name of the Representative of the Bidder:

ቼ<u>እሷ</u>ኛ፬ C. VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and eatered 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. RESECCA A. YNARES, herein referred to as the PROVINCE; and
	LARD POIT DEES a cole promistorship/oriente composition duly
	IARD EDILDEES , 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>Derse, litest</u> , and herein represented by its Proprietor/President/ General Manager, <u>SCINE VILLAROMAN</u> of legal age, Filipino citizeu, single/married, resident of <u>Prive</u> , Rizel hereinafter referred to as the CONTRACTOR WITNESSETH, That,
	WHEREAS, the PROVINCE declares that costain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 1. 2019namely:
	Ingrovement of Ymeres School Buildings at Rossmio Cosmpo Elementary School, in y. Inn Joan, Teytey, Bisch
כ	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 tast 18 November 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 Nine Phradred Winety-Nine Trousend Zight Bundred Forty-Four Pesos 4 43/100 (P. 990, 244, 43), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within 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, c. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schodule
	 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning 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 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 line liundred Ninety-Nine Thousand Sight Handred Forty-Four Peros & 43/100 (P 999, 844, 43). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

9

- 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; 3
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS No Runding Ninety-Atag Thousand Nine Particles Peror 5 33/100 (P 299,953.33) Philippine Currency, in the form of Performance Ecoci as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8 The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

186

X.

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/undurtaking 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/muni works is/are located.	cipality of the Province of Riz	zal where the infrast	nucture project or
IN WITNESS WHEREOF, the 1 3 DEC 2019 at At	ne parties have hereunto signos ntipolo City.	d this Agreement this	day of
FARD SUILDERS	RIZAL	PROVINCIAL GOV	ERNMENT
Entity/Firm/Corporation			I
By:	By:	A.	
PERFORMAN		REBECCA A. YNA	RES
Proprietor/Manager/President	-	Governor C	5
[]%[_	WITNESSES	5 9/	
LOLITA B. DE GUZMAN		MA, VICTORIA B.	<u>TEJA</u> DA
, NO	TARIAL ACKNOWLEDGMI	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Publi) S.S. ic for and in Antipolo City, pe	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	Aug. 5, 2028	Manila
REMATO VILLARONAN	11N NO. 119-041-448		
all known to me and to me known t acknowledgment that the same is their present.	to be the same person/s who a free voluntary act and deed as	executed the foregoing well as the entity that	ig instrument and they respectively
This instrument, consisting of written and has been signed by the part	three (3) pages including this ies hereto in each and every pag	page wherein this a e hereof, refers to the	cknowledgment is Agreement for:
Improvement of Ynames School San Juan, Taytay, Risel		-	,
	SEAL thisday of 18	DEC 201, Sa Rizal	Provuncial Capitol,
Antipola City.	a .	SA P	SYB STA-
Dec No. <u>952/</u> Page No. <u>71</u> Book No. <u>©</u> Serie: 20 19		and the Control of th	
Book No. 5	TAY	TAY CNOTAR PROBLEM	ic.
Agie WT.		PYR KO 111202)BA
		IDP ROLL NO. 55	5320

LIFETIME ROLL NO 09043

أرزيهم والم



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 2019

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

Dear Mr. Francisco:

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at URS-Taytoy, Rrgy, San Juan, Taytoy, 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:

CECIL P. FRANCISCO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and corered 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 Carrions, Risel and berein represented by its Proprietor/President/ General Manager, Carrions, Risel , of legal age, Filipino citizen, single/married, resident of Carrions, Risel , hereinafter referred to as the CONTRACTOR WITNESSEXIL That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalawigan Ordinance No. 15, * 2019 namely:
Construction/Provision of Wook Facilities (Water, Semitation & Hygiess) at USS-Taytoy, Bogy. Son Juan, Taytoy, Rivel
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 Bird in a public birding held last 18 November 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 bird documents, approved plans, program of works and specification in consideration of the amount of Elast Mandred Too Tocused Flats Hundred States 1, Philippine Currency. [P 103, 565, 28], 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 Security (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a SP Ontinance No. 15, c. 2019
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
d, Drawing, Plans and Specifications
c. Construcțion 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 coverants with the PROVINCE to construct and complete the infrastructure works subject of
this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
(P MI, 063.20), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this 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;

B

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Too Handred Forty Thousand Fight Instituted

 Fifty-Wine Peros & 58/100

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

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

B

referred thereto; The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing | | \$\Psi\$ 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 hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any univarranted 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 istale locator.			
	F, the parties have hereunto signed Antipolo City.	this Agreement this	day of
C.P.F. CONSTRUCTION Entity/Figm/Corporation	_ RIZAL PR	OVINCIAL GOVE	RMMENT
By: Jahren	By:	B	
CECSE P. FRANCISCO Proprietor/Manager/President	RE	BECCA A. YNARE Governog-	s
LOLITA TY DE GUENAN	witnesses M	A. VICTORIA B. TI	<u>-DADA</u>
	NOTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINI ANTIPOLO CITY	ES)) S.S.		
BEFORE ME, a Notery P	while for and in Antipolo City, pers	onally appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A. YNARES	Passport No. F8239281A	August 5, 2028	Manila
CECIL P. FRANCISCO	TTE NO. 124-335-900		
all known to me and to me know acknowledgment that the same is to present.	we to be the same person/s who es bein free voluntary act and deed as v	xecuted the foregoing well as the entity that	g instrument and they respectively
This instrument, consisting written and has been signed by the particular to the property of t	g of three (3) pages including this parties hereto in each and every page	page wherein this ac hereof, roters to the	knowledgroent is Agreement for,
Construction/Econicion of URS-Toyley, Bogy. Son Jam	Which Familities (Webser, S n, Thytoy, Risel	mitetion & Hygi	lene) at
WITNESS MY HAND AN Antipolo City.	ED SEAL thisday of	8 DEC 20 18 Rizzal 1	Provincial Capitol,
Ooc No. 274 Page No. 274 Book No 274	· AF	NOT MOTARY TUBE	
Series 20 /1.		TAYTAY, CASSIA SI UNTIL DOCEMB	
•		PfS (40, 111	•
		18 9,30 8 991 1908 BWI 1991	



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 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 Construction of 2-storey, 4-rooms Ynares School Building at Taytay Elem. School (Central), Brgy. Dolores, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Govcmo≱_₹

I acknowledge receipt of this Notice on:

10.24.44

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Minerature, Right**, and better represented by its Proprietor/President/ General Manager, Laws at Manager, Laws and better represented by its citizen, single/married, resident of **Minerature, 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. 271.22 hour House, as 2019 namely:

Construction of 2-storey, 4 rooms Toures School Suilding at Taytey Elementary School (Cantral), Brys. Dolores, Taytey, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 Exember 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 Million Five Mandeed Fifty-Man Theorem Pair inscited Teamty 1000 4 51/100 (P 1009-50), Philippine Currency.

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

One Bandwed Sixty-Bigst (160_) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a SP Ordinance No. 271.53 Dev. 30, 4, 5. 2019
- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d, Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- Bid Sccurity
- j. 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 Rillian Five Rendered Pifty-Mine Tenuescal Post Rendered Tenuescal Po

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;

X .

M

Right identral Denty-Six Posps \$ 15/180 (P. 2,267,126.13 as a measure of guarantee for the Philippine Currency, in the form of Professions Final 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 рстоа;
- 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 fiquidated 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 dicreof. 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 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;
- 16. 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 PROVENCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained. by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184. shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them. in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR, Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR. and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing | 5 to resort to other alternative modes of disputes resolution.

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

benefit derived from the act or acts in	t question or both at the discretion	of the Courts.	
Jurisdiction over civil cases the appropriate court of the city/mur works is/are located.	or suit out of the implementation icipality of the Province of Riza	of this Agreement, where the infrastru	shall belong to cure project or
IN WITNESS WHEREOF, 1 3 DEC 2019 at A	the parties have hereunto signed intipola City.	this Agreement this	day of
IT UBLADAS CONSTRUCIZOR CORP.	ORATION RIZAL PR	OVINCIAL GOVER	NMENT
Eauty/Firm/Corporation	 -	=	
By: 111	By;	16	
LAUSO H. UBLADAS	RE	DECCA A. YNARES	\$
Proprietor/Managur/President		Governor	
/4 1	WITNESSES		
LOLITA PLOE GUZMAN	<u>M</u>	A VICTORIA 1E	ACAU
(N	OTARIAL ACKNOWLEDGME	NT	
, REPUBLIC OF THE PHILIPPINES ANTIPOLO CHY	6)) S.S.		
BEFORE ME, a Notary Pul	olic for and in Antipolo City, pers	onally appeared the I	following
Name: Entity	Valid ID Presented	<u>Qate</u>	Place
IJON, REBECCA A, YNARES	Passport No. F8239281 A	August 5, 2028	Manila
LABRO M. UBIADAS	TER NO. 009-410-689		
all known to me and to see known acknowledgment that the same is the present. This instrument, consisting written and has been signed by the parameters of 2-story, 4 sebect, (Contral), bray, Delivery, Deli	of three (3) pages including this arties hereto in each and every page	page wherein this ac chereof, refers to the	Smowledgment is Agreement for:
WITNESS MY HAND AND	SPAL this double	8 DEC 2018 Rizat	Provincial Capitol.
Amipolo City.	SURL IIISCD/ US ; 1;	O- 4	
Doc No (25)	, ATT	r makarakasila belar Kanadarakasila belar	HAYE ADAMU:
Page No. 12/ Book No. 5	T	AY LAY NORWARY, PROPER	4€7 ΑΝΤΙΡΟLO
Series 20 13		UNTIL DECEM SE	

UNTIL DECEMBER 31, 2019 PTR NO. 11120208A (BP RO) L RO, 55320 LISETIME ROLL NO 09047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 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 Construction of Water System Level II at Baras Senior High School, Brgy. San Juan, Baras, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECÇA'A. YNARES

Governor (

I acknowledge receipt of this Notice on:

12- 24- 10

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

KIT TOTALA CONTROCTION CORP	a solo	proprietorship/pri	ivate corporation, duly
organized and existing under the laws of and office address at Proprietor/President/ General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	the Republic of the P	M.	incipal place of business represented by its, of legal age, Filipino er referred to as the
WITEREAS, the PROVINCE despursame of the Sangguniang Panlalawiga	clares that certain inf n Ordinance No	rastructure works s	should be constructed in namely:

Construction of Mater System Level II at Seres Symbon High School, Sery. San June, Seres, Stool

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the amount

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

Two military PROVINCE deministration control SOUTH GEORY CONTRACTOR OF THE PERSON		
100 m	1.711.344.48	
(m) (100	(P), Philippine	
Currency, in consideration of the construction and	only upon completion of the infrastructure works	
unless otherwise agreed by the parties, subject of th	is Agreementas a contract price at the time and in the	

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

*

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS 512 Product Staty-Three Threetend Eight Humbred Trends 4 97/200 (P 463, 226, 9)

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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 workman's health and safety, workmen's welfare compensation for injuries, minimum wages, bours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVENCE;
- 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 thereou.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

The feet

are D 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

	he parties have bereunto signed ntipolo City.	this Agreement this	day
i nativer construction conto	RATION RIZAL PE	OVINÇIAL GOVER	NMENT
Entity/Firm/Corporation			
By:	By:	4	
LACRO M. DEZABAS	RE	BECCA X. YNARE	\$
Proprietor/Manager/President		Governor ^S	
/to	WITNESSES	ار بید	
LOUTE BUSE GUZMAN	ì.u	A. VICTORIA DE TE	SIADA
and and a special control of the special cont	12	<u> </u>	
NO	TARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.	-	
BEFORE ME, a Notary Publ	ic for and in Antipolo City, pers	onally appeared the t	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECÇA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
	113 M. 900+419-419		

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

Construction of Weser System Level II at bosom System Migh School, Regy. Son Juan, Marre, Misel

WITNESS MY HAND Autipolo City. Doc No. <u>259</u> Page No. <u>359</u> Book No. <u>5</u> Series 20 <u>19</u>	AND SEAL this	ATTY BLOCK 2018 ATTY BLOCK MODERN PROVINCIAL CAPITOL ATTY BLOCK MODERN PROBLEM AND
	-	LIFETIME ROLL NO 99047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 2019.

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

Dear Mr. Ubiqdas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Construction of Drainage Canal & Fence at Brgy. Dalig & Brgy. San Reque, Cardona, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA X. YNARES

Governor &

I acknowledge receipt of this Notice on:

12-20-14

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

19

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between-

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

, a sole proprietorship/private corporation, duly
regarized and existing under the laws of the Republic of the Philippines, with principal place of business
nd office address at Binengeness, Hisel and herein represented by its
roprietor/President/ General Manager, LAINO N. UBLADAS , of legal age, Filipino
itizen, single/married, resident of Pizzengenen, Aisel , hereinafter referred to as the
CONTRACTOR, WITNESSETIL That
· · · · · · · · · · · · · · · · · · ·
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pardalawigan Ordinance No. 13, 5, 2019 namely:
Construction of Oceanage Come) & Pende et Argy. Selig & Argy. Sen Reque, Cauden Sizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence of undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive

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

1. The whole works subject matter of this Agreement shall be completed within Several 1988. (1988) 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. 13, 4, 1015
- 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
- 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;

this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS con thillien Con the theorem Posts Forty-Four Peros & 15/100

(P 1,100,000.3), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the

unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time ar 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;

Ð

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Takes Perford Thinty Theorem Thirteen Food 5 12/120

[P 130,c13,23]

Philippine Currency, in the form of furthernoon that 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 reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement:
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract 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

(

LAN

Ø

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

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

furnsdiction over civil case the appropriate court of the city/mi works is/are located.	s or suit out of the implementation of Riz	on of this Agreement, all where the infrastru	teture project or
IN WITNESS WHEREOF at DEC 2019	, the parties have hercumto signed Antipole City.	this Agreement this	day of
Entity/Firm/Corporation	POBATION RIZAL PE	ROVINCIAL GOVE	RNMENT
By: / / /	By:	\$	
Proprietor/Manages/President	R.	REBECCA A. YNARES	
Cor	WITNESSES		
LOLITA B. DE GUZMAN	M	<u>ia.</u> vict <u>ory/(8, 3)</u>	<u>EJADA</u>
(NOTARIAL ACKNOWLEDGME	:NT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	iS)) S.S.	-	
BEFORE ME, a Notary Pr	iblic for and in Antipolo City, per	sonally appeared the	following
<u>Name/Entity</u>	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A TIN RD. 005-416-489	August 5, 2028	Manda
all known to me and to me know acknowledgment that the same is the present.	n to be the same person/s who exir free voluntary act and deed as	executed the foregoin, well as the outity (48)	g instrument and they respectively
This instrument, consisting written and has been signed by the p	of three (3) pages including this arties hereto in each and every page	page wherein this ac thereof, refers to the	knowledgment is Agreement for:
Construction of Desimage (Conel & Fonne et Brgy, De	lig & Regy, Son	Noque, Cauda

F	
	1 8 DEC 2019
WITNESS MY HAND AND SEAL this	ctay of, at Rizal Provincial Capito
Antipole City.	and and
Dec No. 361	ANTIY MASSA AND PERCYA LOAMOL
Page NoC	AFTY, MARIA VIEW A TURNIUS
Flood, No. 5	NOTAL NOVARY PUBLIC AND POLO
Sari⇔ 20 <u>12</u> 1	TAYLAY CONTRACTOR NILL
	UNIAL DOCUMBER 31, 2019
	FIR NO. 11120208A
	IBP ROLL NO. 55320
	LIFETIME ROLL NO 09047
•	

20



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 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 Const'n. of 1-storey, 2-rooms Yeares School Bldg. at Look Elem. School, Brgy. Look, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor 🕏

Lacknowledge receipt of this Notice on:

13.20.19

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

public !

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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. **271.18** [88. 90. 4, 8. 2015] namely:

Construction of 1 storey, 2 years Theres School Building at Lass Elementary School, Dogy, Loss, Cardons, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 Howester 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 100 Hilliam Five Habitan Blokester Howester Program Program (P. 1807, 2004), Philippine Currency.

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

1. The whole works subject matter of this Agreement Shall be completed within Can Hanted Two (102) calcular days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 1715 Book No. 4, 0, 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- c. Construction Schedule
- f. Request for Expression of Interest
- g. Hidding 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 coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

The PROVINCE begins coverages 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;

188 3

,

- 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 Feven Renders Separty-Six Theorem The Parties Part of Parties 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 "Suructural 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 fRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Sentity 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 PROVENCE;
- 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 laternal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereou.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

¥

B

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

the appropriate court of the city/municipality of the Province of Riza) where the infrastructure project or

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to works is/arc located. SS WHEREOF, the parties have hereunto signed this Agreement this _ . _ _ day of DEC 2019 at Antionlo City. KIT URLADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Enuty/Furm/Corporation By: By: REBECCA A. YNARES Governor 👌 Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Name/Entity Valid ID Presented August 5, 2028 Manula Passpari No. P8239281A HON, REBECCA A, YNARES TEN NO. 008-419-669 LAURO M. USTADAS all known to me and to me known to be the same person's who executed the foregoing insurament and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively ртског 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 shorey, 2 rooms Tourne Subsel Publishing at Lass Elementary School, Drzy. Leet, Chadens, Risel WITNESS MY HAND AND SEAL this ______day of _____day at Rizal Provincial Capitot. Autipolo City.

Scrier 20<u>1</u>7

Y. F. STARY PUBLIC NO. 18-14 4337.F) TAY TAY COLOTA PHENEY ANTIPOLO UNTIL DEVEKRER 31, 2019 PTS NO. 11120208A IRP BOLL NO. 55320 LISTITUSE ROLL NO 09047



NOTICE TO PROCEED

18 December, 2019

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the Repair of Ynares Multi-Purpose Covered Court (Morong Gym) at 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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY B. SORIANO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
S.B. SCRIANO CONSTRUCTION , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Moroca, Rival and herein represented by its Proprietor/President/ General Manager. SIMEL SUCCES. of logal age, Filipino editizen, single/married, resident of CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
Repair of Yneres Multi-Furpose Covered Court (Norong Gym) at Brgy. See Joen, Morong, Bizel
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 lowest 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 the Million Sixty-lives Theorem 31x Hundred Fourbeau (p. 1,063,614,98), Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
la The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 13, 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 Bultetins
j. Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 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 STREET DESCRIPTION OF PESOS

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

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

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, 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 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;
- 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 cutific 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 unplementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





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 Roles 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. S.B. SCRIAND CONCIDUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Compgration By: By: SIDNEY SORIANO REBECCA A. YNARES Proprietor/Manager/President Governor & WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) 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 Manda Passport No. P8239281A HON, REBECCA A, YNARES TIN NO. 233-647-269 SIEMEY SCRIANO

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

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

Repair of Yeares Makis-Parpose Covered Court (Marong Cya) at Bogy. San June, Morong, Risel

WITNESS MY HAND AND SEAL OWS	day of 1 8 DEC 2019 Rizol Provincial Capitol
Antipolo City.	
Doe No. 18	SAND
Page No	ROTAR PURIOTARY PERSONS 14
Series 20 //	
	TAYTAY CAIRTA, EICAL / ARGPOLO

UNTIL DECEMBER 31, 2019. PTR NO. 14120208A IBP ROLL NO 55320 LIFETIME ROLLING 19047



NOTICE TO PROCEED

18 December, 2019

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court at Brgy. San Guillermo, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

爪

REBECCA A. YNARES

Governor &

l acknowledge receipt of this Notice on:

12.20.10

Authorized Signature:

Name of the Representative of the Bidder

SIDNEY B. SORIANO

CONSTRUCTION AGREEMENT 20

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
S.B. SURIAND CONSTRUCTION and a color proprietor biologicale composition dally
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Horong, Rizel and berein represented by its Proprietor/President/ General Manager, Silver Soriant of of tegal age, Filipino citizen, single/married, resident of Horong, Rizel , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 25, 2019namely:
Improvement of Yourer Multi-Purpose Covered Court at Brgy. Sen Guillerne, Morses
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 t
(p1,000, 313,02), Philippine Carrency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within calculated as a capacitance 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:
15. 6. 2019
a SP Ordinance No.
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 obcuments/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security
i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVENCE to the CONTRACTOR, the

(t

One 13:11beaProvide Armetyrepyreagus provides 4600TRACTOR the amount of PESOS

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

this Agreement in conformity with the province of the Contract;

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementes 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

Three tendered Trocered Streety-Three Percent Posts Philippine Currency, in the form of Performance Bend as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:

- 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 Atl Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9)84, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the comulative amount of bquidated 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 aud/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 doration of the contract, CONTRACTOR shall regularly present a tex 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

Æ

16

1

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

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

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

IN WITNESS WHEREOF, do	e parties have hereunto signed tipolo City.	this Agreement this	day of
1 3 DEC_2018 at Ar	прого Сиу.		
SUB. SORIANO CONSTRUCTIO	₩ RIZAL PI	ROVINCIAL GOVER	NMENT
Entity/Firm/Gorporation	_		
By:	By:)	
SIDNEY SOULAND	D	T) FBECCA A. YNARE	c
Proprietor/Manages/President	r)	Governor 2	3
(h.)		9	
(//4/	WITNESSES	8	
<u>LOLITA B DE GUZMAN</u>	<u>></u>	<u>aa, victóri</u> a b <u>. ye</u>	<u>JADA</u>
(_{NO}	TARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPONES	•		
) \$.S.		
BEFORE ME, a Notary Publ	ic for and in Antipolo City, per	rsonally appeared the t	following
Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u>
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manik
SIDNET SCRIANO	TER 90. 231-687-269		. ——-
all known to me and to me known acknowledgment that the same is their present. This instrument, consisting of	free voluntary pet and deed as f three (3) pages including this	well as the couty Wat s page wherein this ac	knowledgment is
written and has been signed by the par-	ties hereto in each and every pag	ge hereof, refers to the A	Agreement for:
Improvement of Yearns Hulti- Himsi	·Napose Gevered Court :	at Begy. See Qui	iloumo, Mbring
WITNESS MY HAND AND Antipolo City. Doc No	· ATT	DEC. 2018, at Rizal Y. MARIA PARE PERE AYTAY, CARETA, EIZA UNTIL DECEMBER PTR NO. 11120 IBP ROLL NO.	3AY& ADARK (6 NO. 38-14 ETANTIPOLO (31, 2019 (208A

LIFETIME ROLL NO 09047



NOTICE TO PROCEED

18 December, 2019

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

Dear Ms. Villarico:

The attached Contract Agreement having been approved, notice is hereby given to TNV CONSTRUCTION AND SUPPLIES—that work may proceed on the Construction of 15x30m Ynarcs Multi-Purpose Covered Court (Rafter Type) at Morong National High School-Talaga Annex, Sitto Talaga, Brgy, Maybancal, 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,

વ

REBECCA A. YNARES Governor o

Lacknowledge receipt of this Notice on:

17 - 20 - 14

Authorized Signature:

Name of the Representative of the Bidder:

CLERN, VILLARICO

CONSTRUCTION AGREEMENT 21

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Cap Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act its GOVERNOR, HON, REDECCA A. YNARES, herein referred to as the PROVINCE; and	nital
a sole proprietorship/private corporation, organized and existing under the laws of the Republic of the Philippines, with principal place of husi and office address at https://doi.org/10.1007/beloage , and herein represented by Proprietor/President/ General Manager, https://doi.org/10.1007/beloage , of legal age, Filt citizen, single/married, resident of https://doi.org/10.1007/beloage , hereinafter referred to as CONTRACTOR WITNESSFIH, That,	nesi m
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 4, 2018 namety:	zd in
Construction of 15x3On Years Hulti-Puspess Covered Court (Anfton Type) on Mercing Historia High School-Tologo Annex, Sitto Telego, Brgy, Maybencal, New Kingl	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsibilities bidding held last 11 Formber 2019, has accepted and binds itself to under the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of There in 111 to Pine Business Technical Consideration of the amount of There in 111 to Pine Business Technical Consideration of the amount of There in 111 to Pine Business Technical Consideration of the amount of There in 111 to Pine Business Technical Consideration of the amount of There in 111 to Pine Business Technical Consideration of the amount of There in 111 to Pine Business Technical Consideration of the amount of There in 111 to Pine Business Technical Consideration of the amount of There in 111 to Pine Business Technical Consideration of the amount of There is a consideration of the amount of the consideration of the amount of the consideration of the conside	sive take the m in
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties be needly agree as follows:	
1. The whole works subject matter of this Agreement shall be completed with the provisions of the Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:	Dist
a. SP Ordinance No. 15. a. 2015 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest.	

- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding covelopes
- b. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS covenants to pay the thudged Minety-P 34/100), 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 prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Con Millian Seventy-Con Thousand Fifty-Mant (P 1,071,038,31)

Philippine Currency, in the form of **For Sections** 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 Defocts 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 figuidated 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 Consulring 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 PROVENCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVENCE to suspend payment for any goods of services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly 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

V

1

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing $\, {\cal U} \,$ 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 3 DEC_2019 at Antipolo City. THE CONSTRUCTION AND SUPPLY RIZAL PROVINCIAL GOVERNMENT Emity/Firm/Corporation By: By: elizk villariod Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PITTLIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028. Manila SULLY ATTIVISHED TIN NO. 312-099-087 all known to me and to me known to be the same person's who executed the foregoing instrument and This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

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

written and less been signed by the parties bereto in each and every page hereof, refers to the Agreement for: Construction of 15mHow Manager Halti-Purpose Covered Court (Enfrag Type) et Ma Notionel High School-Tologo Ausen, Sitis Taloge, Degy, Noytomal, Horong, Ricel

WITNESS MY HAND AND S Antipolo City.	EAL thisday of 18000000000000000000000000000000000000
Doc No	ATTY, MACKOTARYELEURAYA ADAMOS NOTARY ELEVADE AGENT NO 18-14 TAYTAY CALA A, EKZALE ARTIPOLO UNTIL ETT SMEER 31, 2019 PIR CO. 14120208A
	- IDP ROLL NO. 55326

LIFETIME ROLL NO 09047



NOTICE TO PROCEED

18 December, 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

Rehabilitation/Improvement/Repair of Ynares Multi-Purpose Bidg. & Construction of Children's Playground at Metro Manila Hills, Phase 2B, Brgy. San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor*

I acknowledge receipt of this Notice on:

12.20:19

Authorized Signature:

Name of the Representative of the Bidder;

C. VILLAROMAN

CONSTRUCTION AGREEMENT 22

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and 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
LARD SUILDERS , 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>199799, 41321</u> , and berein represented by its Preprietor/President/ General Manager, <u>1979417) VILLAROYAN</u> , of legal age, Filipine citizen, single/married, resident of <u>18299</u> , 2221, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 8, 2019 namely:
Description Improvement Repair of Theres Partit - Parces Bldg. & Construction of Partition's Player out at Partic Small? Bills, Phose 28, Ergy. Sen Jove, Partition, 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 12 Foverber 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 Rine Statistical Sixty-Two Thousand Constructed Eighty Parce 8 12/100 (P #02,180.12), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1 The whole works subject matter of this Agreement shall be completed within 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, 6. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest
 g. Bidding Documents including all the documents/statements contained in the winning biddet/s two (2) bidding cavelopes b. Bid Security
 i. Addeada and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 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 Sine Pandred Sixty-Two Thousand One Hundred Eighty Peros & 12/100
(P 962,180,12), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 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 Fundined Etghty-Eight Thousand Nix Fundined Fifty-Four Fevor & C4/101 (P 288,654,04) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated 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 Procusement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to 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 Guods, 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, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract heremafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 376, also known as the "Arbitration Law" Provided however. That dispute that are within the competence of the Construction industry Arbitration Commission to resolves shall be

8/

16

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this \mathcal{D} . 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 that may be imposed in proper cases, a violation by the CONTRACTOR of anylall of the provision of this Agreement, the bidding documents or any.

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

Jurisdiction over civil case or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. FREOF, the parties have become signed this Agreement this ___at Antipolo City. LARD BUILDINGS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES Proprietor/Manager/President Covernor ex-WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Place Valid ID Presented Date HON, REBECCA A, YNARES Passport No. P8239281A Aug. 5, 2028 Manila

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

TTN NO. 119-041-448

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

Rehabilitation/Improvement/Repair of Ymares Sulti-Purpose Bldg. & Construction of Children's Playground at Metro Menila Hills, Phase 28, Ergy. San Jose, Rodriguez, Bisal

WITNESS MY ITAND	AND SEAL this	_day of IBUE	○ July Rizat Provincial Capit	ol
Antipolo City.	• •		Ch~	

Doc No. 351
Page No. 31
Book No. 5
Series 20 [9]

RENATO VILLARINAN

AVIY MARIN PROMINA ADAMOS
NOTARY PACE E LABOR NO. 18-14
TAYTAY, SCHARY SEBLICANTIPOLO
UNTIL DECEMBER 31, 2019
PIR NO. 11126208A
HIP ROLL NO. 55320
LIFETIME ROLL NO. 55427



NOTICE TO PROCEED

18 December, 2019.

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

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Metro Montana Village, 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 e-

I acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

00.00

11/18/2019 # 23

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7168, with 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
CNUSE CONSTRUCTION CONFORMTION IN TOLE PROMISE AND ADDRESS OF THE COLUMN CONFORMATION OF THE COLUMN CO
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Podriguez, Strel and herein represented by its Proprietor/President/ General Manager, (300116002, 31201) , of legal age, Filipino citizen, single/married, resident of 200116002, 31201 , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. 15. c. 2019 namely:
Construction/Provision of Wesh Facilities (Water, Secitation & Hygiene) for ivecurtion Center at Metro Hontons Village, Regy. Surges, Rodrigues, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 15 November 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved plans, program of works and specification in consideration of the amount of Seven invalved Fighty-Six Trouvend Fight
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 Documents, Approved Plans, Program of Works and Specifications and supporting/related documents
which are integrated description and theoryticated better by way of reference, namely:
which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 15, *, 2019
a. SP Ordinance No. 13, 4, 2019 b. Certificate of Availability of Funds
a. SP Ordinance No. 15, 4, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
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
a. SP Ordinance No. 13, 4, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule
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 covelopes
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 covelopes b. Bid Security
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 covelopes h. Bid Security i. Addenda and Supplemental Bulletins
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 cavelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto
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 covelopes h. Bid Security i. Addenda and Supplemental Bulletins
 a. SP Ordinance No. 13, 1, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schodule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning 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
 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 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
a. SP Ordinance No. 15, 1, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications 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 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract; Like PROVINCE bereby covenants to may the CONTRACTOR the amount of PESOS burners.
a. SP Ordinance No. 15, 10, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding cavelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Crodit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract; The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS building the PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS building the PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS
a. SP Ordinance No. 15, 1, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications 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 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract; Like PROVINCE bereby covenants to may the CONTRACTOR the amount of PESOS burners.

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Handred Totaty-Five Theusand Fine Handred Seventy-These Perot 4 (1/10) (P 135,9/3,93)

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

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

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

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

4

Jaga

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

Without 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.

ses <u>se</u>
-
.og
<u>.</u>
TX

all known to use and to use known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary not and doed 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/Provision of Seph Facilities (Seter, Semination & Hygiene) for Evacuation Conder at Matro Montene Village, Bray, Rurges, Redrigues, Risel

WITNESS MY HAND AND SEAL this ... day of 8 DEC 2019 at Rizal Provincial Capitol, Antipolo City.

Dox No. 369
Page No. 34
Block No. 5
Series 20 FA

ATTY MITTERS OF STUDIES AGAMO
NOT STUDIES AGAMO
TAYEAY COLON 1000 1000 1000 000
CHECKED STUDIES AGAMO
PER SOLUTION STUDIES
CHECKED STUDIES
CHE



NOTICE TO PROCEED

18 December, 2019

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

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION——that work may proceed on the Construction of Stage, Fence & Improvement of Ynares Multi-Purpose Covered Court at Pamahay Village, Brgy, San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

12.20.19

Authorized Signature:

Name of the Representative of the Bidder:

CARLÓS S/GERONIMO

Construction agreement 2ψ

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entored 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, Antipulo 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
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 business and office address at Rodriguez, 21281 and herein represented by its Proprietor/President/ General Manager, CALLOS GERESTED of legal age, Filipine citizen, single/matried, resident of Rodriguez, 21281, hereinafter referred to as the CONTRACTOR WINNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlahwigan Ordinance No. 15, 14, 2015 namely:
Construction of Stage, Fence & Exprovement of Youres Hulti-Purpose Covered Court of Passes Village, Brgy. Sen Jose, Rodrigues, Elsel
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 December 2019
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
The whole works subject matter of this Agreement shall be completed within Elephty (
which are integrated herewith and incorporated berein by way of reference, namely:
a. SP Ordinance No. 15, 0. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications
e. Construction Schedule

16

&

h. 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:

as Agreement in conformity with the broance in the Citting	ж,
One half for PROVINCES bereby consposits to bear the	FORTBAGGOR cleansoners of Perosion

(P 1,271,411.96), 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;
AT 100 AT



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance scenity of PESOS Three Handred Eighty-One Incurrent Four Hundred Trenty-Three Pesos 5 59/100

 Philippine Currency, in the form of Performance Botto 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 scennity 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 BRR 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 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 reperts duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes ansing from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

0.

D

В

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 24 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

works is/are located			
IN WITNESS WHEREOF,	the parties have hereunto signed Antipolo City.	this Agreement this	day of
CONTROL CONSTRUCTION CORPORA	TION RIZAL PR	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
Ву: 970Д.	By;	К	
CATÁIS SERONIMO	RE	BECCA A. YNARE	is.
Proprietor/Manager/President	_	Governor ⋖	
130 1	WITNESSES	/	
LOLITATI, DE GUZMAN	м	A. VICTORYA B. T	<u>EJADA</u>
/	OTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	s) }\$\$		
BEFORE ME, a Notary Pu	blic for and in Antipolo City, pers	onally appeared the	following
Name/Entity	Valid ID Presented	Date	<u>Place</u>
HON, REBECCA A. YNARES CARLOS GERCRIPO	Passport No. P8239281A TIN NO. 009-082-732	August 5, 2028	Manila
all known to me and to me known acknowledgment that the same is the present. This instrument, consisting written and has been signed by the present of Stage, Ferret Panchey Village, Begy.	eir free volüntary act and deed as v of three (3) pages including this arties bezeto in cech and every page see 4 Improvement of Ynexy	page wherein this achieved, refers to the	they respectively Amoviledgment is Agreement for:
WITNESS MY HAND AND Antipolo City. Doc No. 568 Page No. 74 Book No. 5 Series 20 19	· N	GAA.	BAYA ADAMOS 36 MO 18-14 37 ANHIPOLG 31, 2019 288A

LIFETING FOLL NO 971 FT



NOTICE TO PROCEED

18 December, 2019

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

Dear Ms. Villarico:

The attached Contract Agreement having been approved, notice is hereby given to TNV CONSTRUCTION AND SUPPLIES—that work may proceed on the Construction of 13x15m Ynares Multi-Purpose Covered Court (Rafter Type) at Eastwood Residences, Phase 6, 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:

<u> 12 - 22 - 16</u>

Authorized Signature:

Name of the Representative of the Bidder:

ELIZAN, VILLARICO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

This ACKERMENT made and captred this 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, berein referred to as the PROVINCE; and
28W COMMITTICEM AND SUPPLY 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 Proprietor/President/ General Manager. citizen, single/married, resident of CONTRACTOR WITNESSETTI, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguriang Partialawigan Ordinance No.
Construction of 13x15s Years Multi-Purpose Covered Court (Refter Type) at Esstvous Sesidences, Shase 6, Bogy. See Island, Redriguez, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, hat been declared as the Lowest Calculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the smooth
(P
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: The whote works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a SP Ordinance No. 15, *. 2019
a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding cavelopes
h. Bid Scenrity
 i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Cartificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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;

 \checkmark

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



- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven thrustood. The Process of PESOS Seven thrustood. The Process of Performance of Performance Speed 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-teach of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

14. J

Sel Sel

V

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 25 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 becounts signed this Agreement this ______ day of 13 DEC 2010 at Antipolo City. THE CLASSIBLECTION AND SUPPLY RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Compration By: ELIZA VELLARICO REBECCA A. YNARES Proprietor/Manager/President Governoo(WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) 1 S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Anapolo City, personally appeared the following Place Valid ID Presented <u>Date</u> Name/Entity August 5, 2028 Manila Passport No. P8239281A HON, REBECCA A, YNARES COMMITTY AND STATES TIN NO. 312-059-087 all known to me and to me known to be the same person's who executed the foregoing instrument and

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

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

Construction of 13xi3m Ymores Noiti-Purpose Covered Court (Refter Type) at Extraord Besidenser, Phone 6, Ergy. Sen Isidro, Bedrigues, Missl.

WITNESS MY HAND AND SEAL this Antipolo City.	day of at Rizat Provinced Capitol	
Doc No. 365	At I was a sale	

Page No.

Briak No.

Scries 20 14

ATTY, MARIA SALVE REDAYA ADAMO . NOTARY PLANOTARE HUBERO, 18-14 TAYTAY, CARLYA, RIZAL / AMEPOLO UNTO DECEMBER 31, 2019 PIKNO, 11120208A (BP 6) EJ NO. 59320 CIRCOVERSON ENO COMAT



NOTICE TO PROCEED

18 December, 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

Improvement / Repair of Ynares Multi-Purpose Covered Court & Repair/Repainting of

Barangay Outpost, Day Care Center, Health Center and Brgy, Hall at Brgy, Lulban, Tanay, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

RESECCA A VNARES

Governors:

Lacknowledge receipt of this Notice on:

12-20 19

Authorized Signature.

Name of the Representative of the Bidder.

DS S. GERONEMO

CONSTRUCTION AGREEMENT 26

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
CSCFA CONSTRUCTION CONFORATION 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 CARLOS GENTIFICO and herein represented by its Proprietor/President/ General Manager. CARLOS GENTIFICO of legal age, Filipino eitizen, single/married, resident of CONTRACTOR WILNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalawigan Ordinance No
Improvement/Repair of Ymeres Multi-Purpose Covered Court & Repair/Repainting of Berengey Outpost, Day Care Center, Health Center and Berengey Hell at Brgy. Laiben, Tensy, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 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, opporant of works and specification in consideration of the amount of the latter for the latter of the latte
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
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.
a, SP Ordinance No b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
c. Construction Schodule
 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security
i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto k, Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
this Agreement in conformity with the province of the Contract;
One Hillian PROVINCE-hearth reporters the lawner and hillian CT 98-they strategies PESOS
(P), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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 Four thruled Thirty-Eight Thousand Six lambed Street-Seven fesos & 97/100 (P 438,667.97)

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

GJIGE.

EV

pt-6

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 26 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.

Jurisdiction over civit 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.

25; WITNESS WHEREOF, the 1 3 DEC 2019 at Ar	ne parties have hereunto signed ntipolo City.	this Agreement this	day of
ACCURA CONSTRUCTION CORPORAT	TION RIZAL PI	ROVINCIAL GOVER	ENMENT
Entity/Firm/Corporation		1	
By: GOOGA	ву;	8	
CARLOS GISTORIDAD	RE	BECCA A. YNARE	S
Proprietor/Manager/President		Governor	
196-1	WITNESSES	8/	
LOLITA BUDE GEZMAN	<u>N</u>	<u>ia. vic</u> toki <u>s b. 11</u>	<u>JADA</u>
/ 100	TARIAL ACKNOWLEDGME	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY	8.\$.		
BEFORE ME, a Notary Publi	ic for and in Antipolo City, per	sonally appeared the t	following
Name/Entity	Valid ID Presented	Date	<u>Place</u>
UON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
CARLOS GENONINO	11H NO. 009-082-732		_ _
all known to me and to me known to acknowledgment that the same is their present.	to be the same person/s who to free voluntary act and deed as	executed the foregoing well as the entity that	g instruction) and they respectively
This instrument, consisting of written and has been signed by the purt	three (3) pages including this ies hereto in each and every page	page wherein this ac chereof, refers to the /	knowledgment is Agreement for.
Improvement/Repair of Ynape Carangay Outpost, Day Care (Laiben, Tessy, Misel	e Multi-Rucpose Covered Center _e Health Cfanter	Court & Repeir/ and Decampsy Hel	Reprinting of i ot Brgy.
WITNESS MY HAND AND S Antipolo City.	SEAL thisday of 18	DEC 2019 at Rival 1	Provincial Capitol.
# I m	, ΑΤΤΥ. ΆΔ Λ	SARVINO	ADAMOS
Page No. 74	ATON .	The first of the second of), 58-14
Book No Series 20	TAYLA	A CALL NOT ASSAUTH	
	U	9111 050E(355R 31.2 PIR NO. 11120208A	

IBP ROLL NO 55320 CIFETIME ROLL NO 199047



NOTICE TO PROCEED

18 December, 2019

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

Dear Mr. Soriano:

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) & Covered Pathwalk at Brgy. Sampaloc & Brgy. Wawa, Tanay, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA L'YNARES

Governor-t-

I acknowledge receipt of this Notice on:

12: 20: 14

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY B. SORIANO

CONSTRUCTION AGREEMENT 27-

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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
S.B. SORTANO CENSTRUCTION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizel and herein represented by its Proprietor/President/ General Manager, SIDNEY SORIAGO of legal age, Filipino citizen, single/married, resident of Morong, Rizel bereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastruence works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 4. 2019 namely:
Construction/Provision of Wesh Facilities (Weter, Semitation & Hygiene) & Covered Pathwelk at Brgy, Sempelon & Brgy, Waws, temay, Rigal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 November 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 bline iterrined Seventy-Two Thousand Seven Randred Forty-Five Pesce 6 72/100 (P 972, 745, 72), 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 becawith 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

#

i. Addenda and Supplemental Bulletins

h. Bid Security

- 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 Nine Handred Seventy-Two Tubusted Seven Handred Festy-Five Peece 4 72/100

 (P 972,745.72). 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:

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution thall 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 hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Burtau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

26

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 27 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/arc located.	., .		
IN WITNESS WHEREOF, the	e parties have hereunto signed tipolo City.	this Agreement this	day of
S.B. SORIANG CONSTRUCTION	RJZA1. PR	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation	_	1	
-	D	أها	
By.	₿у:	\mathcal{O}	
SIDNEY-SORIANO	RE	BECCA A. YNARE	\$
Proprietor/Manager/President		Governor	
	WITNESSES		
LOLITA B. DE GUZMAN	<u>M</u>	<u>a victoria h</u> te	Z <u>ada</u>
N01	TARIAL ACKNOWLEDGME	N.T.	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY	S.S.		
BEFORE ME, a Notary Public	e for and in Antipolo City, pers	onally appeared the t	following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
SIDNEY SORIANO	TIN NO. 233-687-269		
all known to me and to me known to acknowledgment that the same is their present.	o be the same person's who ex free voluntary act and deed as v	recuted the foregoing well as the entity that	g instrument and they respectively
This instrument, consisting of written and has been signed by the parti-	three (3) pages including this as hereto in each and every page	page wherein this ac hereaf, refers to the A	latewledgment is Agreement for:
Construction/Provision of War Pathwalk at Brgy. Sampaloc &			giene) & Covered
WITNESS MY HAND AND S	EAL thisday of	DEC 2019 Rizal I	Provincial Capitol,

Antipolo City.

Page No.

Sene: 20_.

₹. ₽05-..\ . • • • : 00.1**8-14**

TAYTAY, CAINTA, BIZAL / ANTIPOLO UNTIL DECEMBER 31, 2019 PTR NO. 11120208A IBP ROLL NO. 55320

LIFETIME ROLL NO 09047

NOTARY PUBLIC TO ABIOS



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 2019.

MR. ALEX A. SUELILA
A. SUELILA CONSTRUCTION
Morong, Rizal

Dear Mr. Sttelila:

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

A. SUELILA CONSTRUCTION — that work may proceed on the

Constn-Provision of Wash Facilities (Water, Sanitation & Hygiene) at Ergy Laiban, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor 4

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

DE ME CHARLES

CONSTRUCTION AGREEMENT

28

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

Ims AGREEMEN I made and entered into by and octworn.
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. SUELILA CONSTRUCTION a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Horong, Rizzi and herein represented by its Proprietor/President/ General Manager, ALEX SPELLA of legal age, Filipino citizen, single/married, resident of Horong, Rizel , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 7. 2019namely:
Construction/Provision of Wash Facilities (Water, Senitation & Hygiene) at Hogy. Laican, Tensy, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the forancial 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 18 November 2019 has accepted and hinds riself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved place, program of works and specification in consideration of the amount of Eight funding Seven Thousand Four Bundred Fifty-Fight 2805 11/100 (P 807, 458, 11), Philippine Corrency.
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 (20) calendar days, is 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, p. 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) hidding envelopes
h. Bid Security
i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Fight Burding Seven Tocologic Four Landred Fifty-Stant Peros & 11/400

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

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

4

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employed of the PROVINCE, or any Government instrumentality to secure this Contract; 2s
- Contractor undertakes to post a warranty scennity to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 2/
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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 Commussion 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 28 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 forfentire 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

A. BUILTIA CONSTRUCTION		OVINCIAL GOVER	
	RIZAL PR	MMPKI	
Entity/Eign/Corporation		ĸ	
y: -	By:	0	
ALTE PREZIA	DC:	BEÇCA A. YNARF	e
Proprietor/Managet/President		Governor CC	•
129 7	WITNESSES	2	
LOLITA BY DE CUZMAN	M	A. VICTORIA B-TE	JADA
EQUALITY DE COMMUNICATION	2		
/ .		. Tr	
' '	OTARIAL ACKNOWLEDGME	N.	
EPUBLIC OF THE PHILIPPINE	28)		
NTIPOLO CITY) S.S.		
DEPODE ME a Notary la	iblic for and in Antipolo City, pers	onally appeared the (followine
BEFORE ME, a Nome)	ione for and in resultion exp. para	camin appearance	
Name/Engly	Valid ID Presented	D <u>ate</u>	<u>Place</u>
ION, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
ALEX SOFLILA	714 NO. 422-482-249	-	

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:

(movemention/resulption of block familiation (water, Sanitation & Sygiams) of Erzy, Latoun, Tenny, Risal

Doc 3 Page 1 Book	No	ATTY WATER STOVE PRIMARY A ADAMUS NO LEAV ROBERY PAPELICADO, 18-14 TAYLAY, CAINTA, RIZAL / ANTIPOLO UNTIL DECEMBER 31, 2019 PTR NO. 11120208A 18P ROLL NO 55320
	•	LIFETIME ROLL NO 09047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 2019

MR. DANILO C. MAGNO
TRANCOM ENGINEERING CONSTRUCTION
Taylay, 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 of Perimeter Fence of Bureau of Jail Management & Penotogy (Teresa District Jail) at Sitio Pantay, Brgy. Dalig, Teresa, Rizal effective on the day you received this Notice to Proceed.

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

Please 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,

DERECTA & VEADER

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder;

11/18/2019 # 29

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 organize	
existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Co	ipitol,
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this a	act by
its GOVERNOR, HOW REBECCA A. YNARES, herein referred to as the PROVINCE; and	

TRANCOM ENGINEERING CONSTRUCTI		ictorship/priva	ne corporation, duly
organized and existing under the laws of the and office address at Teytey Proprietor/President/ General Mapager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Republic of the Philippia R1391 ar SANIID CACHO Tayloy, Kitol		cipal place of business represented by its , of legal age, Filipino referred to as the
WHEREAS, the PROVINCE declar pursuant of the Sangguniang Panlalawigan O	es that certain infrastruct	ure works she	ould be constructed in namely:
Construction of Perimeter Fence of (Teresa District Juil) at Sitio P	f Bureau of Jeil M Sotsy, Brgy. Delig,	magazant é Teress, I	Penology Hasi

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 Robin a public hidding held tast. 16 November 2019 has account and binds itself to undertake ___, has accepted and binds itself to undertake Bidyn a public bidding held tast _ the donstruction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Two Bundred Thirty-Four Thousand Six landred Light Posco & 41/100 (P 4,234,604-41), Philippine Currency.

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

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

- 15, 4, 2019 a, SP Ordinance No.
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning hidder/s two (2) bidding envelopes
- b. Bid Security
- 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
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

Four WITHOUTH RECEIPT COVERENTS to pay the CONTRACTOR the amount of PESOS.
(P 4,234,600.41). Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works
molecularity wise spread by the names, 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;
- 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 Government Accounting Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement,

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-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 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 PROVENCE;
 - 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

H

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

NOTARIAL, ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) S.S.

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

Name/Entity Valid ID Presented Date Place

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

OANTLO HICKO TIN 60. 130-851-254

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 outily 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 Parimeter Fence at Suremy of Juli Hammanant & Panelogy (Terese District Joil) at Sitio Featey, Bogy, Dollg, Terese, Risel

WITNESS MY HAND AND S	EAL thisday	of 1 8 DEC 2019 at Rizal P	rovincial Capitol,
Antipolo City.		α	\checkmark
Doc No 27		ACLES Y	$\int_{C^{*}(X,R)} c_{\Omega} \Delta y dz$
Page No	•	NO NO ARY PUBLIC	Confidence of the
Series 20 //		TAYTHY CORTS IS	COLUMN RECLO
-7		UNTRICCOCKE	KB \$1, 2019
		₽ 48 (.c. 111	
		(86 POLL M	2, 59320
		LISETIME ROST	



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 December, 2019

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

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES — that work may proceed on the Asphalt Overlaying of Roads at Teresa & Pillita, 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_

l acknowledge receipt of this Notice on:

12 20 pg

Authorized Signature:

Name of the Representative of the Bidder:

PORTIRIO P. MIRIA

CONSTRUCTION AGREEMENT 30

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
	<u>.</u>
	JRO-D ² ENTENPRISES 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 Tenay, Rizal and herein represented by its Proprietor/President/ General Manager, FORFIRIO HINA of legal age, Filipino eitizen, single/married, resident of Tanay, Rizal hereinafter referred to as the
	citizen, single/married resident of Teney, Rivel, hereinafter referred to as the
	CONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
	nursuant of the Sangguniang Pantalawigan Ordinance No. 15, 4. 2019 namely:
ĺ	721.722.00 cm Smiggammig 1 4 - 14 - 14 - 14 - 14 - 14 - 14 - 14
	toubelle Considerates of Deads on Tourse # Dilitie Street
٠,	Aschelt Overlaying of Roads at Teress & Pililia, 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 18 Neventer 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 Teo Million Eight Hundred Ten Thousand Siz Hundred
	Sixty Perce \$ 34/100 (P 2,810,660.34), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	netcoy agree as tonows.
	. 1. The whole works subject marter 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, v. 2019
	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications
q	c. Construction Schedule
	I. 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 Rutes and Regulations implementing R.A. No. 9184
	• • •
	2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
	latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
	this Agreement in conformity with the province of the Contract;
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Eight Handred Ten Thousand Six Hundred Sixty Peace 5 34/100
	(P Z,810,860,34), 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,

1

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 Eight Funded Forty-Three Thousand One

Philippine Currency, in the form of Performence food 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 throng 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 rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
 - 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 PROVENCE 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 Burean of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the DIR 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

14

U

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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 1 3 DFC_2019 at Antipolo City.				
JBO-0 ² ENTERPRISES Entity/Firm/Corporation	OVENCIAL GOVER	ENMENT		
By:	Ву:	4		
Proprietor/Manager/President	REB	ECCA A, YNARE Governor 🛵	S	
[kg)	WITNESSES	_/		
LOLITA E DEGUZMAN	MA	. VICTORA B TE	<u>JADA</u>	
NOTARIAL ACKNOWLEDGMENT				
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.				
BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following				
Name/Entity	Valid ID Presented	<u>Date</u>	Place	
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manda	
PORFIRIO HIMA	TIN 120. 154-422-499			
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:				
Asphalt Overleying of Noode et Taxone & Fililia, Mistl				
WTINESS MY HAND AND Antipolo City.	D SEAL thisday of 18	DEC 2019 _{al Rizal} a	rovincial Capitol,	
Doc No. <u>367</u>				

GNTS GROOMSER 31, 2919 PTG 80%, 11176269A JOS RING 80, 50320 LIMI 5070 8000, 201 16907