

NOTICE TO PROCEED

07 January, 2020

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

Doar Mr. Javier:

The attached Contract Agreement having been approved, notice is hereby given to
CJBJ CONSTRUCTION AND SUPPLIES—that work may proceed on the
Construction/Provision of Wash Facilities (Water, Sonitation & Hygiene) for
Evacuation Center at Mayamot National High School, Brgy. Mayamot, 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

Lacknowledge receipt of this Notice on:

9.2020

Authorized Signature:

Name of the Representative of the Bidder:

HARVES (IEI)SON B. JAVIER

12/03/2019 # 3

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cotered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo Ciry, 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 Teytay, Rizel , and herein represented by its Proprietor/President/ General Manager, Charles Jelson B. Javier , of legal age, Filipino citizen, single/married, resident of Teytay, 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, s. 2019 marnely:
Construction/Provision of Wash Facilities (Nater, Sanitation & Hygiene) for Evacuation Center at Mayemot National High School, Brgy. Mayemot, Antipolo City. WHEREAS, the CONTRACTOR, wavanting 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 3, 2019 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Bight Rundred One Thousand Two Bundred Thirty Seven
Pason and 75/100 (P 801,237,75), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No15, s2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule
C. Danuary for Transporting of Interest

- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Rundred One Thousand Two hundred Thirty Seven Pesos and 75/100

 (P 801,237,75). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

P

- 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 Rundred Forty Thomsand Three Hundred Seventy One Pesos and 32/100 (P 240.371.32) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in 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 Emity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, it shall be the role responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13 In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its 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 dispute that are within the competence of the Construction industry Arbitration Commission to resolves shall be

\$

4

6

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. 918%, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY

) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON. REBECCA A. YNARES

Passport No. P8239281A

Charles Jeign J. vier

TIN - 438-371-735

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

This instrument, consisting of three (3) pages including this page wherein this ocknowledgment 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 Evacuation Center at Hayamot National Righ School, Brgy. Hayamot, Antipolo
City

WITNESS MY HAND AND SEAL this Antipolo City.

ATTY. MAZIA SALVIE RUBAYA

NOTARY PUBLIC UNITED DEC. 31, 202

ROLL HOWEN THE SSS 20

PTR NO. 137 a 9 6 7 8 A / PIZAL ISP LIPETIME ROLL NO. 05 0 97 / RIZAL

Doe No. 27
Page No. 8
Series 20



NOTICE TO PROCEED

07 January, 2020

MS. MARIA TERESITA F. PAMINTUAN MJP CONSTN. AND DEVT. CORP. Baras, Rizal

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to MJP CONSTN, AND DEVT. CORP.—that work may proceed on the Improvement/Concreting (portion) of Road at Sitio Igiban, Zone 7-A, Brgy. 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 Schedule.

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

Very truly yours,

REBECCAA. YNARES

Governor

I acknowledge receipt of this Notice on.

1-9-70%

Authorized Signature:

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

MARIA TERESITA F. PAMINTUAN

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

HJP Construction & Development Gorp. , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and herein represented by its Borne, Rizal Proprietor/President/ General Manager, haria eresita F. Parintuen, of legal age, Filipino citizen, single/married, resident of Baras, Rical bereinafter referred to as the CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 37, 5, 2019 namely:

Improvement/Congreting (portion) of Road at Sitie Igiben, Zone 7-A. Brgy. Cupeng, ntipolo 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 December 3, 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 Dight Hundred Seventy Cas Thousand Light (P 7.871, 857.61), Philippine Currency. Hundred Sighty Seven Peggs and 61/100

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

- 1. The whole works subject matter of this Agreement shall be completed within One R ndred Fifty (150) 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. 17, 2, 2019
 - 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 covelopes
 - Bid Security
 - i. Addenda and Supplemental Bulletins
 - Notice of Award of Contract and the Contractor's Conformity thereto.
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the larter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Million wight Hundred Seventy the Mousand wight Manored wighty Seven (P 7.371.887.61). Peace, and 51/100 ... Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

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

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

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

- white

8

حاك

⊀

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

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

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

benefit derived from the act or acts in qu	estion or both at the discretic	on of the Courts.	
Jurisdiction over civil case or s the appropriate court of the city/munici works is/are located.	mit out of the implementation pality of the Province of Riz	n of this Agreement, al where the infrastro	shall belong to acture project or
IN WITINESS WHEREOF, the 2 6 DEC 2019 at Anti-	parties have hereunto signed polo City.	this Agreement this	day of
MJT Construction & Developme	nt Corp. RIZALI	PROVINCIAL GOV	ERNMENT
Entity/Firm/Corporation			I
. By:	Ву:	$\mathcal S$	
F. ri., Teresita F. Famintuar Proprietor/Manager/President	ı	REBECCA A. YNAI Governor	
) topicion valuagem visitem	WITNESSES	_	
J			
MARIESSA N. CLEOFAS	<u>.</u>	<u>ya, vi</u> ct <mark>oria b. 1</mark>	<u>EJADA</u>
NOT	ARIAL ACKNOWLEDGME	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.		
BEFORE ME, a Notary Public for and in Amipolo City, personally appeared the following			
Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u>
HON REBECCA A. YNARES	Passport No. P8239281A	Aug. 5, 2028	Manila
Maria . ofesits F. Pamintuen	TIN -213-504-783		
all known to me and to me known to acknowledgment that the same is their for present.	tee Aufmyfark wet und deen w	tent as the entry man	mey respectively
This instrument, consisting of the written and has been signed by the partie	hree (3) pages including this s hereto in each and every pag	page wherein this ac e hereof, refers to the	knowledgment is Agreement for:
Improvement/Concreting Proy. Supens, atipole	of ty 07	JAN 2020	
WITNESS MY HAND AND SE	EAL thisday of	at Rizal	Provincial Capitol,
Amipolo City.	•	920-0-	√
Doc No/0 /0 / Page No/ Book No/ Series 20	ATV.	MARKING TOTAL	BAYA ADAMOS
Book No/	N	MARYNBOARY PUBL	施 (060、51.201)
Series 20_7		APPTAATY. ROLL 65 ATTY.	
	_	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	73 - 35 2 2 4

PTR NO. 13760073A7REZAL IBP LIFETIME ROLL NO. 690417/BIZAL



NOTICE TO PROCEED

07 January, 2020

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 Improvement/Installation of Canapy of Ynares Multi-Purpose Covered Court at Angono Elem. School, Brgy. San Isidro, Angono, Rizal effective on the day you received this Notice to Proceed.

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

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

ÉCIL P. FRANCISCO

Very truly yours,

REBECCA A, YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12/03/2019 # 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 Vardona, fizzl and herein represented by its Proprieton/President/ General Manager, weil rectised of legal age, Filipino citizen, single/married, resident of General, izzl hereinafter referred to as the CONTRACTOR WITNESSETH, That
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguriang Panlalawigan Ordinance No. 15 = 3019 namely:
improvement/Installation of Canopy of Inarca Multipurpose Covered Court at ngono less cheel, Dray, can blidge, agono, Maal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding beld last December 3. 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 Six Sundred Ninety Four Phousend Five Sundred Fifty Fesce and 25/100 (P 154.1.10.25), Philipping 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 Right (68) 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 betowith 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 e. Construction Schedule f. Request for Expression of factrest 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 to

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;

| |

- 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 Emaired Fight Themsed Three Lundred Fixty Five Fence and 07/100 (P 700, 5.07) Philippine Currency, in the form of compliance with his obligation under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"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 crecumstances."

- 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

- James

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 bereto 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 partinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

works is/are located			
EN WITNESS WHEREOF, I	he parties have berounto signed ntipolo City.	this Agreement this	day of
Entity/Firm/Corporation		OVINCIAL GOVE	RNMENT
By:	By:	4	
Costi P. Francisco	RE	BECCA A YNARE	S
Proprietor/Manager/President	•	Governor 🕌	
	WITNESSES		
- 4 -	WITHESSES	&∕	
MARIESA H. CLIEBAN	<u>M</u>	A. VICTORI <u>R B 13</u>	EJADA
, NO	FARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY)) S.S.		
BEFORE ME, a Notary Pub	lic for and in Antipolo City, pers	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	<u>Pl</u> ac∞
HON, REDECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Could Pa Francisco	T28 124-335-980		
all known to me and to me known acknowledgment that the same is their present.	to be the same person/s who c r free voluntary act and deed as t	xecuted the foregoin well as the entity that	g instrument and they respectively
This instrument, consisting of written and has been signed by the part	of three (3) pages including this pies bereto in each and every page	page wherein this at thereof, refers to the	knowledgwent is Agreement for:
Improvement/Statelle Court at Angene Mice	tion of Conougy of Tables , School, Begy, San Isla	Hullaipurpasa (Ira _s Augena _s His	ing ing
	0.7	JAN 2020	
WITNESS MY HAND AND	SEAL this day of	at Rizal	Provincial Capitol,
Antipolo City		_	,
Doc No	TETY.	MAY POST TO THE	TO BEGINNESS
	P;	ለያያቸ እነን ያር ROLL 35 ለተያኒ 'R NO. 137 60 0	NJ. 5632.0

TREATMENT TO CHILDREN SMITSHELL



NOTICE TO PROCEED

07 January, 2020.

MR. FRANCISCO G. 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 Drainage Canal and Rehabilitation of Stone Masoury Wall at Ulang St., Brgy. Batingan, Binangonan, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

1.4.2020

Authorized Signature.

Name of the Representative of the Bidder:

FRANCISCO G. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
dit Ubisdes Cometrustion Corporation , a sole proprietorship/private comparation, dely
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, its proprietor/ General Manager, i
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
Construction of Preinage Camel and . shabilitation of State Massays
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 hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within him
a. SP Ordinance No. 17. s. 2019
b Certificate of Availability of Funds
c, Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest g, Bidding Decuments including all the dbeaments/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. 9134
 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
(P
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 scentity to guarantee performance of his
 responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
 period;
- 7. For the rhuration 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 remodies available under the circumstances."

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

Ų.

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 sapetions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

furisdiction over civil 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.			
DN WITNESS WHEREOF, the 2 6 DEC. 2019 at Anni	parties have because signed polo City.	this Agreement this	day of
Kit Phinges Construction -	oep. Rizal Pr	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation			
By:	By:	8	
Translate distant	RE	BECCA A. YNARE	S
Proprietor/Manager/President		Governor &	
<u>~</u> g-	WITNESSES	A	
MARISSA N. CLEOFAS	* <u>M</u>	A. VICTORIA BATI	ĀVĎĀ
NOTA	ARIAL ACKNOWLEDGME	ти	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ') S	i.s.		
BEFORE ME, a Notary Public	for and in Antipolo City, pers	onally appeared the	following
Name/Entity	Valid ID Presented	Date	<u>Place</u>
HON RESECCA A. YNARES Y PRINCIPE VOLUMES	Passport No. P8239281A 213 10(-220-550	August 5, 2028	Manile
all known to me and to me known to acknowledgment that the same is their fi present.	be the same person/s who ex rec voldning act and deed as v	recuted the foregoing well as the entity that	g instrument and they respectively
This instrument, consisting of a written and has been signed by the partice Construction of Draw Sland Man Stand Man Stand	three (3) pages including this a bereto in each and every page cinage Cantil and kalled. Catingen, Management	hereof, releas to the.) (litation of 300	Agreement for:
WITNESS MY HAND AND SE Antipolo City.	AL thisday of	Jam ar Rizal I	Provincial Capitol,
Doc No	5 (c) Pai	62 01/2 24000 (10)	Sign of the contract of the co
Book No.	NOTA	RY Pilipiakyungy	
		APPT NA. 5.	,

APPT, NO. 5.7

ROLL (IDA (N. ito. 2532) PTR NO. 15760073A/RIZAL IBP LIFETIME ROLL NO. 05 0 47/RIZGL



NOTICE TO PROCEED

07 January, 2020.

MR. FRANCISCO G. 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 15x18m Ynares Multi-Purpose Covered Court (Rafter Type) at Grandview Homes 1, Sitio San Jose, Brgy. Bilibiran, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

1.01.2020

Authorized Signature

Name of the Representative of the Bidder:

FRANCISCO G. UBIADAS

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
: it Chiadea Construction Corp. , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of basiness and office address at Manager, Rizal , and herein represented by its Proprietor/President/ General Manager, Francisco Chiadre , of legal age, Filipino citizen, single/married, resident of Hanageran, Sizal , 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. 171 8 2019
Construction of 15x16x Ymeron Sultipurpose Covered Court (Refter Type) At crendview Homes I. Sitto San Jesu, Ergy. Silibiran, Binangemen, 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 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the bid documents, approved plans, program of works and specification in
following standards set forth in the bid documents, approved plans, oppgram of works and specification in consideration, of the amount of the consideration of the consideration of the constant of t
consideration of the armount 68/400 (P 2,702,784,68), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within One therefore the completed 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. 17, 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 discuments/statements contained in the winning
bidder/s two (2) bidding envelopes
h. Bid Security
i, Addenda and Supplemental Bulletins i, Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
A Familian Color of the community is a suit built and appropriate to the CONTRACTOR also
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

-68/100

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

\$

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

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

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

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

The second second

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

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

WHEREOF, the parties have hereupto signed this Agreement this ______ day of at Antipolo City. Wit Ubindae Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES Pressions Winday Governort-Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name/Entity Passport No. P8239281A August 5, 2028 Manila HON, REBECCA A. YNARES TIM - COP-410-669 Prepaints Bhickey all known to me and to me known to be the same person's who executed the foregoing instrument and present.

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Communication of that on Teares Hultipurpose Covered Court (Refter Type) at Grand view Messe, Sitie Sen Jees, Srgy, Bilibiran, Binengenan, Finel

WITNESS MY HAND AND SEAL this	day of 0 7 JAN 2020at Rizal Provincial Capitot,
Applipate City. Dec No. 84	SAV Demonstration
Page No. Book No.	NOTARY PUBLIC UNTIL DEC. 33.32
Series 20 <u>10</u>	ADDT HO 20 - U.
	ROLL NO ATTY, NO. 55510 PTR NO. 15760073A/ AIZAL PTR NO. 15760073A/ AIZAL
	PTRIO. 157 350 PER 180, 35 3 NT/RCL64



NOTICE TO PROCEED

07 January, 2020

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

Doar Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP.—that work may proceed on the Installation of Salar Streetlights at Darangan, Binangonan-Angona-Antipola Road (Pastridge), 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:

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Fing Countraction Coops	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republi-	of the Philippines, with principal place of business
and office address at	, and herein represented by its
Proprietor President General Wastager,	of legal age, filipino hereinafter referred to as the
citizen, single/married, resident of	, hereinanter leterred to as me
CONTRACTOR WITNESSETT, IMC	. !

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

Installation of Solar Stycatlights at Durangen, Sin-Antipolo Road (Tastridge), Rival

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructum works has been declared as the Lowest Calculated Responsive , has accepted and binds itself to undertake Bid in a public bidding bold last . 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 P 6,464,733,37 M NEE 37/100), Philippine Currency.

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

Hinety 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:

- 15, 4. 2019 a. SP Ordinance No.;
- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d, Drawing, Plans and Specifications
- Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding envelopes
- Bid Security
- Addenda and Supplemental Bulletins.
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE bench accompanie	the specific account the section when	Legistrat Pitti
-mut 37/100		Philippin
Carrier of the construction		·— — ·

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in 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 camulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedics available under the circumstances."

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

Commen

دلم

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 ϕ 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 <u>ე ც ელე ევეე</u> at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Fing Comptrostion Copp. Entity/Firm/Comparation By: REBECCÁ A. YNARES Parando are Proprietor/Manager/President Governor & WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) *)S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity Passport No. P8239281A August 5, 2028 Manila HON REBECCA A. YNARES Termendo Arada all known to me and to me known to be the same person's who excepted the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Installation of Solar Streetlights at Borongen, Managemen-Augusta-Antipole Road (Eastridge), Risel 0 7 JAN 2020 at Rival Provincial Capitol, WITNESS MY HAND AND SEAL this Antipolo City. VE PUBAVA AMAKO C Doc No. NOTARY DUBWOODABATHELIDEC 31, 2021 Book No. Series 20 APPT, NO. 25 mg/s ROLL NO ATTY, NO. 95320

> PTR NO. 15760073A/PIZAL IBP LIFETIME ROLL NO.05047/RIZAL



NOTICE TO PROCEED

07 January, 2020.

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

Dear Mr. Aquino

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

OLIVER AQUINO CONSTRUCTION — that work may proceed on the

Constn. of 3-storey, 6-rooms Ynares School Bldg. at St. Joseph Elem. Sch., Brgy. Sto. Domingo, 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,

4

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

___[- 5- 2020

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O. AOUINO

KNOW ALL MEN BY THESE PRESENTS:

This AGREFMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with-principal place of business and office address at Binanguan, Right, and herein represented by its Proprietor/President/ General Manager, Oliver Aquine , of legal age, Filipino citizen, single/married, resident of Manager, Pical , 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. 2000 5 2000

Construction of 3 storey, 6 rooms Tourse School Building at St. Joseph Llam. School, Brgy. Sto. Deminge, Cointe, Rical

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

Two Handred Treety (220) 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. Res. No. 8, s. 2018 & Pes. No. 2, s. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- c. Construction Schedule
- £ Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid 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 Two Militims Three fundred Eleven Thomsand Two fundred Sixty Kine Perces

 (P 12,511,259,17, 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;





F

- 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 Three Dandred Fighty Perce and 84/100 Three Millian Six Dandred Finety Three Three Dandred Fighty Perce and 84/100 (P),693,380,56 as a measure of guarantee for the Philippine Currency, in the form of Perform 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 watranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-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 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 wolfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 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

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

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

works is/are located.

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 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ___ _ day of ____ 2 6 DEC 2019. ___ at Antipolo City. RIZAJ, PROVINCIAL GOVERNMENT Oliver Agains Construction Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS . NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHELIPPINES) ANTIPOLO CITY -)SS. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity Maxila August 5, 2028 Passport No. P\$239281A HON, REDECCA A, YNARI!S <u> 182-311-259</u> Cliver Actine . _ all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of 3 storey, 6 rooms Teares School Schleing at 5t. Joseph Clem. School, Brgy. Ste. Comings, Caists, Risel

_day @ Z_JAN -2020 or Rizal Provincial Caphol. WITNESS MY HAND AND SEAL this _ Antipole City. Doc No. ATTY, MORNOWAY BUBBENYA ADAMOS NOTARY PUBLIC UNTIL DEC. 31. 1227 Book No.

7027,85, 20-07 ROLLOS ATM, NO. 69328 PTR NO. 157600 73078 (ZAL TEP LIFETIME ROLL NO LODICALY INIZAL



NOTICE TO PROCEED

07 January, 2020

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 Improvement/Rehabilitation of Concrete Povement and Drainage Canal at Irish St., Esta Subd., Brgy. Sto. Domingo, 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.

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

ECIL P. FRANCISCO

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12/03/2019 # 8

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENT'S:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corper 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
CFF Cepatraction a sole proprietorship/private composition 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, Coult Po Prazelson , of tegal age. Filipino citizen, single/married, resident of Cordons, Manager, Coult Po Prazelson , bereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVENCE declares that certain infrastruentre works should be constructed in pursuant of the Sangguniang Panlelawigan Ordinance Nonamely:
Improvement/Reinsbilitation of Comercto Pavement and Drainage Canal at Iriah Ston Sala Subton Ergy. Ston Sumingo, Cointe, Riani
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 process of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the amou
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:
I. The whole works subject matter of this Agreement shall be completed within algebra () 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. 17. s. 2019
b. Certificate of Availability of Funds
a. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
a. 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, Rid Scentity i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
 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 coverants to easy the CONTRACTOR the supposed of SECONTRACTOR the supposed of SECON
(P

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 scoure 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 Reserved Blandy Two Theorems Seven Reserved Ninety Sight Pesso and 19/100**Philippine Currency, in the form of **Performance Band** as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the 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 cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may restrind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safery, workmen's weifare 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 purty, 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 knows as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

4

į

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 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. 918 \(\frac{1}{2} \), and its implementing Rules and Regulations, shall make the CONTRACTOR tiable 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 hercupto signed this Agreement this ______ day of 2 S DEC 2010 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT SFP Conets Entity/Firm/Corporation By: By: Cesil Pa REBECCA A YNARES Proprietor/Manager/President Governor ප් WITNESSES MARISSA N. CLEDFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 1) 5.5. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place D_{BLC} Name/Entity Valid ID Presented August 5, 2028 Manifa Passport No. P8239281A HON, REBECCA A. YNARES 728 - 124-335-950 Conil P. Francisco

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

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

Improvement/Rehabilitation of Comprete Powerst and Drainage Casel at Irish Stee Sale Sabde, Frey, S. Powinge, Cainte, Risal

WITNESS MY HAND AND SEA	L thisday of
Antipolo City.	Pol -
Page No.	MITTY MARTINET BOANOS
Series 20. 17	HOTARY DETERMINED TO THE TOTAL
	RELL 18 No. 18, 483320 PTR RO. 187 G DE 7.507 R I ZAL
	WOLLESSINE SOLL SOL GOOM? (RIZAL



NOTICE TO PROCEED

07 January, 2020

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 improvement/Construction of Drainage Canat at Zinia St., Esta Subd., Brgy. Sto. Domingo, Cainta, Rizat effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidden.

CECIL P. FRANCISCO

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMEN! made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7140, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Appipolo City, represented in this act by its GOVERNOR, HON RESECCA A. YNARES, becam 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 Cardona, Plan and herein represented by its Proprietor/President/ General Manager, Coult Po Francisco of legal age, Filipino citizen, single/married, resident of Cardona, Flant bereinafter referred to as the CONTRACTOR. WITNESSEIH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. 17. 6-2019namely:
Improvement/Construction of Drainings Canal at Limin Step Hale Subdeq Stays Step Domings, Caintag 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 posterior 5, 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 place forth treaty line Tourney Light Figure races and \$5,000. (P 523,000.05), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within large states. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:
a. SP Ordinance No. 47. a., 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security
i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Confficate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

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

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

Five Sundred Tranky Rise Theorem Bight Bushed Sighty Five Pesos and 33/100

(P 329,880,995), Philippine
Corrency, 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 Hid and as agreed upon by the Contractor;

Mary

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;

Phinippine Chirefeey, in the form of as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or 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 Rutes and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

Ý

4

B

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other 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. 918 and its Implementing Rules and Regulations, shall make the CONTRACTOR habte for civil hability 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 imwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

works is/are located. IN WITNESS WHEREOF, the parties have herounto signed this Agreement this ___at Antipolo City. CF7 Construction RIZAL PROVINCIAL GOVERNMENT Posity/Furn Comoration/ By: By: REBECCA A YNARES Governor & Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Name/Entity Valid ID Presented Date Manila Passport No. P8239281A August 5, 2028 HON, REBECCA A. YNARES TIK - 124-535-**980** Comil P. Francisco all known to me and to me known to be the same person's who executed the foregoing instrument and present. This instrument, consisting of three (3) pages including this page wherein this ecknowledgment is

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

erties hereto in each and every page licroof, refers to the Agreement for:

WHEN ME DESIGNATION OF THE PROPERTY OF THE	
Improvement/Construction of Spainage Const at Sinia Stor Esla Subdon Breye Stor Desingo, Caista, Bisal	
WITNESS MY HAND AND SEAL this Antipolo City. Dec No	ATTY, MARKAN PROVINCIAL CAPITOL, ATTY, MARKAN SALVE PROVINCIAL CAPITOL, NOTAR POSSESSESSES OF C. F. LOZI APPTING ATTY, NO. 66520 PIR NO. 1576007347RIZAL LEP LEFETIME ROLL NO. 09047/RIZAL
	_



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

07 January, 2020

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

Dear Mr. Aquino:

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

OLIVER AQUINO CONSTRUCTION — that work may proceed on the

Impre/Concreting of Pasadena St. (Area 4 & 5), Brookside Hills Subd., Brgy San Isidro, Cainta, Rital
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

1.97020

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O. AQUINO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and emered into by and between:

1100 1101111111111111111111111111111111
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNAKES, herein referred to as the PROVINCE; and
Oliver agrice 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 Bisangerm, Rical , and herein represented by its Proprietor/President/ General Manager, Oliver Aquino of legal age, Filipino eitizen, single/married, resident of Disangerm, Rical , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 17 24 2019 namely:
Improvement/Communiting of Prondems St. (Arest & 5), Brushmids Mills Subde, Brgy. San Isidro, Grinte, Binal
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 Presenter 3, 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
hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within becaments, 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. 17 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 b. Bid Security
i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

- latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Con Million Five England Seventy Five Thomsond Four Rendred Forty the Frage

 and 73/100 (P 1.575.441.73), Philippine

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

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

- Contractor undertakes to post a warranty society 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. 9)84, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7)60, otherwise known as the Local Government Code and the Implementing Rules and Regulations 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 Raile XXII of Republic Act No. 9184 states as follows, to wit:

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

26

- 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 loternal 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

ĸ

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. 9189, 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 _ 6 DEC ______at Antipolo City. RIZAJ. PROVINCIAL GOVERNMENT Oliver Aquine Construction Emity/Firm/Componation. By: By: Oliver Assine REBECCA A. YNARES Governor & Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS 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 Possport No. P8239281A August 5, 2028 Manila HON, REBECCA A. YNARES TIN - 182-341-269 Cliver Aquine

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

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

Improvement/Congruting of Passdonn Sto. (Area 4 & 5), Breckeide Mills Subden Braye Sam Isidos, Cointes Misel

	· -	
,	WITNESS MY HAND AND SEAL dis	day of
/\ <u>nt</u>	ipolo City.	/
Doc Pass	: No	- Arling
	k No.	ATOL MODIFIER FORMERAMA ADRINGS

NOTARY PURELY DOTE DOT ST. 1011 APPLICATIVE NAMES STA PTR NO. 137 600 7 3 AVRIZAL IBP LIFETIME KELL HE OPENIT IRIZAL

Series 20 77



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

07 January, 2020

MR. FELIMON M, SANTOS FLS CONSTRUCTION AND BUILDERS Taytay, Rizal

Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to FLS CONSTRUCTION AND BUILDERS—that work may proceed on the Impre/Repair of Ynares Multi-Purpose Covered Court at Exodus Elem. Sch., Brgy.San Juan, Cainta, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

1-4-2020

Authorized Signature:

Name of the Representative of the Bidder:

FELIMON M. SANTOS

CONSTRUCTION AGREEMENT 41

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. 716, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Taytay Rical and herein represented by its Proprietor/President/ General Manager, Pattern Santes of legal age, Filipino eitizen, single/married, resident of Taytay, Rical hereinafter referred to as the CONTRACTOR WITNESSETIK That.
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No17. ** 2019 ** namely:
leprovement/R pair of Theres Nultipurpose Covered Court at Exedus Plone Coloni , Drgy. San Juan, Cainte, Minel
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 bereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within calculated and calculated 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. 17: 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest g. Bidding Occuments including all the discuments/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. 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 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 Can Million (see Senior Thirty Pine Thomas Serventy Pine Pages and 15/400 (P 1.137,873.15). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS 70,7400 maked Farty the Tempony Server Philippine Currency, in the form of as a measure of guarantee for the Performent Bond

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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 lax clearance from the Dareau 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 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. 918 4 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restingtion 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 (1) 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
Tolloca Seated
Till = 137=752=496

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

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

Improvement/Repair of Theres Heltipurpose Covered Court at Russian Mine. School, Brown Eco James, Cainta, Minel

Mice. School, Brgy. San James	t, Cainte, Minel
WITNESS MY HAND AND SEAL this Antipolo City.	day of JAN_ 2020 Rizal Provincial Capitol
Dec No	ATTY. MARINAS AND
Series 20	NOTARY 20BLIC USTL DEC. 31, 20 APP 1, NO. 20 - 0.7
	RCLL OF ATTY, NO. ESTAD PTR NO. 1576/00 73A /RTZAL HIP LIFETIME ROLL NO. 09/047/RIZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

07 January, 2020

MR. FRANCISCO G. 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 impress of Covered Pathwalk & Installation of Steel Gritts of School Bidg. at Brgg. 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

Governor

I acknowledge receipt of this Notice on:

1-9-2020

Authorized Signature:

Name of the Representative of the Bidder:

FRANCISCO G. 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, 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 the Proprietor/President/ General Manager, citizen, single/married, resident of the Philippines, with principal place of business and berein represented by its proprietor/President/ General Manager, citizen, single/married, resident of the Philippines, with principal place of business and berein represented by its proprietor/President/ General Manager, citizen, single/married, resident of the Philippines, with principal place of business and berein represented by its proprietor/President/ General Manager, citizen to the Philippines, with principal place of business and berein represented by its proprietor/President/ General Manager, citizen to the Philippines, with principal place of business and berein represented by its proprietor/President/ General Manager, citizen to the Philippines, with principal place of business and berein represented by its proprietor/President/ General Manager, citizen to the Philippines, with principal place of business and berein represented by its proprietor/President/ General Manager, citizen to the Philippines, with principal place of business and berein represented by its proprietor/President/ General Manager, citizen to the Philippines, with principal place of business and berein represented by its proprietor/President/ General Manager, citizen to the Philippines and berein represented by its proprietor/President/ General Manager, citizen to the Philippines and berein represented by its proprietor/President/ General Manager, citizen to the Philippines and berein represented by its proprietor/President/ General Manager, citizen to the Philippines and berein represented by its proprietor/President/ General Manager, citizen to the Philippines and berein represented by its proprietor/President/ General Manager, citizen to the Philippines and berein represented by its proprietor/ General Manager, citizen to the Philippines and the Philippines and the Phili
WHERPAS, the PROVINCE declares that certain infrastructure works should be posttructed in pursuant of the Sangguniang Panlalawigan Ordinance No
event fide, at organ Colores, Tayter, Missi
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held tast 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 soccification in consideration of the amount
(P), 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 calcuments, 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
e. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule
 Request for Expression of Interest Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h, Bid Security i. Addenda and Supplemental Sulletins
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;
27.3. The PROVINCE hereby: coverages to pay the CONTRACTOR the amount of PESOS (P Philippine
(P
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;

W

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Suscent Thirty one Theorems Shout Sandand (P##+##7+#4 HATTERY SATISFACE SAME BUTCO Philippine Currency, in the form of Partareses Boat as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in ease of "Structural Defects and Failures" occurring during the applicable warranty
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches too percent (10%) of the amount of the contract, the Procuring Entiry 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;
 - 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 emitle 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 Dureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR. and duly validated with the tax payments made thereon.
 - 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitrariou under the foregoing law shall be assurated 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. 918%, 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 1) 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. P8239281 A

August 5, 2028

Manila

720001000

9012400

725 - 008-410-489

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 porties hereto in each and every page beroof, refers to the Agreement for:

Improvement of Severed Pathwells - (monathation of about Grille of School Slige at Seggs Teleres, Taylog, Missi

WITNESS MY HAND AND SEAL this Amipolo City.	day of JAN 2020, at Rizal Provincial Capitol,
Oot No	MOTARY PUBLIC UNTIL DEC. 31-2021
•	APPT. NO. 20 NO. 20 NO. POLL, NO. ATTY, NO. ASSAUD PTR NO. ISTOCIO ANTENNAMENTAL NO. LOCATING MOLL, NO. 160 PRIMITAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

07 January, 2020

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

Doar Mr. Javier:

The attached Contract Agreement having been approved, notice is hereby given to CJBJ CONSTRUCTION AND SUPPLIES—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at San Juan Resettlement, Brgy. San Juan, Taytay, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

19.7020

Authorized Signature:

Name of the Representative of the Bidder;

Charles jeison b. javier

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

TRIS AGREEMENT INSIDE and effected into by and octaven.	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government or existing under Republic Act No. 7160, with seat of government at the Riz Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, rejits GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVI	eal Provincial Capitol, presented in this act by
organized and existing under the laws of the Republic of the Philippines, with print and office address at Taytay, Risal and herein Proprietor/President/ General Manager, Chayles Joines & Jayles cinizen, single/married, resident of Taytay, Risal hereinafte CONTRACTOR WITNESSEIH, That,	ncipal place of business represented by its of legal age, Filipino
WHEREAS, the PROVINCE declares that certain infrastructure works of pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 0, 2019	bould be constructed in namely:
Construction/Provinces of Venh Englishes(Veter, Sanit Hygiene) at New Juan Resettlement, Ergy, Sept Juan, Tay	stion h inp _e Binel
WHEREAS, the CONTRACTOR, warrouting that it has the financial and to undertake the above said infrastructure works, has been declared as the Lowest Bid in a public bidding held last	Calculated Responsive binds itself to undertake in accordance with the
NOW, THEREFORE, for and in consideration of the foregoing prem- hereby agree as follows:	
1. The whole works subject matter of this Agreement shall colored to the property of this Agreement shall calculate the property of the proper	c provisions of the Rid rting/related documents
a, SP Ordinance No. 154 4 2019	i
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 dbcuments/statements contained in	a 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. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accu	ordance to the
Rules and Regulations implementing R.A. No. 9184	
2. In consideration of the payment to be made by the PROVINCE to the latter hereby covenants with the PROVINCE to construct and complete the infrast this Agreement in conformity with the province of the Contract;	racture works subject o
3. The PROVINCE hereby covenants to pay the CONTRACTOR Sight Suidred Nine Thomsend Bighty Seven Peace and 14/400	the amount of PESOS
Gight Smidred Nine Thomsend Bighty Sevan Peece and Taylor), Philippine
Currency, in consideration of the construction and only upon completion of the	
unless otherwise agreed by the parties, subject of this Agreementas a commet pri-	ce at the time and in the
manner prescribed by the Contract and soccified in the Bid and as agreed upon by	the Contractor:

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 13
- 5. It is understood that prior to the cipning of this Agreement, the Contractor has posted the performance security of PESOS

 Two Bundred only Two Expected better

 The Bundred only Two required performance security of PESOS

 Rendred Twenty in Peace and 13/100 Philippine Currency, in the form of Performance Send as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches rea percent (10%) of the amount of the contract, the Procuring Entity may resuind 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-FMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by there 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 die "Arbitration Law" Provided bowever, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or 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 horounto signed this Agreement this _____ Z 6 DEC <u>2021</u> at Antipolo City. CJAI Construction and Complies RIZAL PROVINCIAL GOVERNMENT Ectity/Firm/Corporation By: By: REBECCA A. YNARES Governor 4 Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS

NOTARIAL ACKNOWLEDGMENT

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

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

Place Valid TO Presented Date Name/Entity Passport No. P8239281 A. August 5, 2028 Manila HON, REBECCA A. YNARES 724 - 438-371-735 Charles Joilen S. Javler

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

Gonotraction/Provinces of Walls Tabilities (Vatory Sanitation & Hygiene) at San Juan Resettlement, Bray, See Juan, Caytay, Risel

WITNESS MY HAND AND SEAL this Antipolo City. Doc No Page No Book No Series 20	ATTY, MATHA SALVE RUBAYA ARANA C NOTARY PUBLISHOUSE PUBLIC, 31-202* APPT, 202, 101 are ROLL BOOK AND
•	ROLL HOATTY, NO. 55320 PTR NO. 15760073A7121ZAL LIBP LIFETIME ROLL NO. 05047/RIZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

07 January, 2020

MR. FELIMON M. SANTOS
FLS CONSTRUCTION AND BUILDERS
Taylay, Rizal

Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to FLS CONSTRUCTION AND BUILDERS—that work may proceed on the Constn./Provision of Wash Facilities (Water, Sanitation&Hygiene)at Golden City, Brgy, Dolores, Taytay, Rizal affective on the day you received this Notice to Proceed.

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

Please 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:

1-9-2020

Authorized Signature:

Name of the Representative of the Bidder:

FILIMON M. SANTOS

CONSTRUCTION AGREEMENT 14

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160; with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Tastay, Risel and berein represented by its Proprietor/President/ General Manager, Foliam Lanton of legal age, Filipino citizen, single/married, resident of Taytay, Risel hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 1219 namely:
Construction/Freviolem of Lash Facilities (Mater, Sanitation & Nygiene) of Lolden Sity, Braye Dolores, Taytay, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 3 , 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 Light Research 7100 (P COL) 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 inverty (?) 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. 15e to 2019 b. Certificate of Availability of Funds c, Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule
f Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidden's two (2) bidding envelopes h. Bid Security
 Addenda and Supplemental Bulletins Notice of Award of Contract and the Contractor's Conformity thereto Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Eight Standard Two Thomsond Five Sundred Swenty Feer Feers and 68/100 (P 802-584-68), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreements 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 Compact;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two parties Forty Thomsond Series Fundage (P 240,757.40)

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

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

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

رهي

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. 9182 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, 2 6 DEC 2019 at A	the parties have hereunto signed Antipolo City.	this Agreement this	day of
57.2 Jonatruction and Suil	dere Rizal, Pr	OVINCIAL GOVER	NMENT .
By:	By;	Ĺ	
elinon entos	•	BECCA TYNARES	
Proprietor/Manages/President	., Kt	Governor &	•
(WITNESSES		
MARISSA N. CLEOFAS .	<u>y</u>	A. VICTORIO B. TE	JAD <u>A</u>
N-	OTARIAL ACKNOWLEDGME	3V).	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY	S)) S.S.		
BEFORE ME, a Notary Pul	blic for and in Antipolo City, per	sonally appeared the f	ollowing
Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u>
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
relimon -antos	21K - 137-732-196	<u> </u>	
all known to me and to me known seknowledgment that the same is the present.	to be the same person's who ear free voluntary act and deed as	executed the foregoing well as the entity that	instrument and they respectively
This instroment, consisting printen and has been signed by the pa	of three (3) pages including this arties hereto in each and every pag	page wherein this ad a hereof, refers to the A	knowledgetent is igreement for:
Construction/Frevial	lom of each Facilities (layou, Taytay, Rivel	etor, Semitation	t Wygiene)
WITNESS MY HAND AND Antipole City.	SEAL thisday of 0	JAN_2020a: Rizal (Acovincial Capitol,
Doc No	ATTY. M		sai Vovido.
Spries 20	HOTA	RYPUNCE DATE - Age : 125- Rele : TYLK	Üż
	ρ _{Ti}	RCLU - 117. NO R NO. 117,600 7	

ABO LIFETIME ROLL NO COUNTY PORTE



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 January, 2020

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Repair/Repainting of 4-Storey Ynares School Building at University of Rital System Taytay Campus, Brgs. San Juan, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

1-9-2020

Authorized Signature:

Name of the Representative of the Bidder;

12/03/2019 # 15

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7166, with seat of government at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Amipolo 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, berein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggariang Panlalawigan Ordinance No namely:
Repoin/Repainting of 4-stormy Yearns Saboul Suidding at University of Missi System Toytop Gaspus, Segy. See John, Taytoy, Bissi
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the amount of the same technical states. (P 1,434, 715, 31), Philippine Currency.
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 12; 4. 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 consained in the winning bidder/s two (2) bidding envelopes h. Bid Security

V

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

| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the amount of PESOS
| The Province hereby covenants to pay the CONTRACTOR the pay the PESOS
| The Province hereby covenants to pay the CONTRACTOR the pay the PESOS | The P

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

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

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

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

U

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 of 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 1S.S.

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

Name/Entity Valid ID Presented Date Place

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

EDVIN P. RIVERA TIN NO. 628-018-806

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Poyvic/Repainting of 4-storey Ynares School Building at University of Riski Syrics: Paytry Campus, Fogy. San Juan, Taytay, Riski

WETNESS MY HAND AND SEAL this day of OLC 2019 Rizal Province	и сариол
Doc No ATTY. NAP. THE SUBAYA 450	(MC)
$T_{}$ Y_{-}	ı –
Book No. 14 TAY TAY C NOTARY PUBLICATION (IPO) Series 20 14 TAY TAY C NOTARY PUBLICATION (IPO)	ſĊ
p(2)(), 93320206A	
gg: 17 1, 120, 553 29 Tree 5, 21 3, 521, RO 4 93 47	



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

02 January, 2020

MR. FRANCISCO G. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

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

KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the

Repair/Improvement of Ynures Multi-Purpose Covered Court & Installation of

Steel Grills at 2nd Floor Area of School Buildings at Brgy. Muzon & Brgy. Sta. Ana, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

1.4.2030

FRANCISCO G. UBIADAS

CONSTRUCTION AGREEMENT (

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

•
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7167, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Actipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
1) chiacos 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 Bisenceum , fxzl, and herein represented by its Proprietor/President/ General Manager, Translated biseas, of logal age, Filipino citizen, single/married, resident of Wisengemen in the CONTRACTOR, WITNESSETH, That
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. ** ** *****************************
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last
(P
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 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 believith and incorporated herein by way of reference, namely:
a. SP Ordinance No.
a. SP Ordinance No.
b. Ceremeate of Avanability of Pulles
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
hidder/s two (2) hidding envelopes
h. Bid Security
i. Addenda and Supplemental Builctins
j. Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Cortificate/NFCC/Cortificate 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;
CANAGE REPORT THE CONTRACTOR STREET CONTRACTOR TO A PROPERTY OF 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;

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two sunstred in the form of the form of 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 scenarity 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 cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

W

4

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anylatl 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. 918%, 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 ______ 2 J DEC 2019 at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation

By: ______ By: ______ By: ______ REBECCA A YNARES Froprietor/Managut/President Governor WITNESSES

MARISSA N. CLEOFAS . ______ MA VICTORIAN TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date
Place

11ON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manifa

FRANCISCO UBIADAS

TIN NO. 008-410-689

all known to me and to me known to be the same person's who executed the foregoing instrument and seknowledgment that the same is their free voluntary art 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/Emprovement of Ymares Multi-Purpose Covered Court & Installation of Steel Grills at 2nd Floor Area of School Buildings at Brgy. Muzon & Brgy. Sta. Ana, Taytoy, Rizal

Sta. Ana, Taytoy, Rizal	Durantille of pette moon a reft.
WITNESS MY HAND AND SEAL this Antipolo City. Doe No Page No Brok No Series 20	day of 7 DEC 2010, at Rical Provincial Capitol, ATTYLE DEC 2010, at Rical Provincial Capitol, ATTYLE DEC 2010, at Rical Provincial Capitol, NOTARY PUBLIC 1978 (1979) PER 10. 10. 114 (1979) PER 10. 114 (1979)
	USC 1007 GOLL NO 198047



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

07 January, 2020

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

Dear Mr. Arada:

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)
at St. Anthony Subd., Brgy. San Isidro, 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

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Biddes:

12/03/2019 # 17

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15
Construction/Provision of Vach Facilities (Water, Senitation & Bygione) at St. Anthony Subde, Brgy. San Isidoe, Saytoy, Rical
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby 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. 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 Bulletias 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,
Right material the PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Right material the Thomas Indian Person and 42/100
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

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

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

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

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

4

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 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 forfainure 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.

Invisdiction 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)
ANYIPOLO CITY) S.S.

BEFORE M6, 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

Farmendo Arada 218 007-855-673

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 art 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 Vank Papilities (Nater, Semitation & Mygiege) at St. Anthony Subder, Brys. Son Teldrer Tayloy, Risal

WITNESS MY HAND AND SEAL this	eavy of 1 7 JAN 2020 Rival Provincial Capitol,
Antipole City.	al si
Doe No	ATTY, MANY SMENT PHRANE ARENA
Page No. Book No.	NOTARY PUBLISHMENT DEC. 31,2021
Sais 20	APPT. NG. S. C.
	ROLL (IDATTY, IIO, 55530
	PTR NO. 157-00073/4/R-IZAL
•	SEP LIFETIME ROLL BU. 05 3 47/RIZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

07 January, 2020.

MR. FRANCISCO G. UBÍADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal.

Dear Mr. Ubiødas:

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 at Concepcion St., Purok. 4 & 5, Brgg. Dalig, Cardona, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

FRANCISCO G. UBIADAS

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

THIS ACTRECASED I THAT SAME CHARLOS HER BY MILL OCCUPANT.
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Autipole 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 **Congress** Congress** C
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 1 ** ** 2.7" namely:
construction of Drainings Small is recognized the Furnish & S
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 bereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within the Provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 19, 0. 2015
b. Certificate of Availability of Funds
c, Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
W c. Construction Schodule
f. Request for Expression of Interest B. Bidding Documents including all the documents/statements contained in the winning
17 g. Franking footainens the uniting are the thecomes seatements contained in the little 1/2 bidder/s two (2) bidding envelopes
B. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security i. Addenda and Supplemental Bulletins
\\ i. Addenda and Supplemental Bultetins
i. Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
 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;
Two 31 The PROVINCE bureby equenants to pay the CONTRACTOR the amount of 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,

 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;

18

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

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

Carlotte Comments

1

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

Without prejutice 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. 9189, 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 Rizal where the infrastructure project or

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to works is/are located. IN WITNESS WHEREOF, the parties have because signed this Agreement this _ 2 6 DEC 2019 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT - it thiscon construction with-Emity/Firm/Corporation By: By: Cronstee chiacos REBECCA A. YNARES Governor 4-Proprietor/Manager/President WITNESSES MARISSA N. CUROFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) *) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Date: Place Name/Entity Valid ID Presented August 5, 2028 Manila HON, REBECCA A, YNARES Passport No. P8239281A Promoisus Chiades 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 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 Designey want it impossion atom Paret & & St Preys catige Serdence Start

WITNESS MY HAND AND SRAL this Anapole City. Doc No. Proce No. Book No Series 20 APPT, NO. 20 - 97 ROLL NO ATTY, NO. 55320 PTR NO. 13760073A/RIZAL IBP LIFETINE ROLL NO.05047 IRIZAL



NOTICE TO PROCEED

07 January, 2020

MR. FRANCISCO G. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the
Concreting of School Ground at Subay Elem. School, Brgy. Subay, Cardona, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

1. 2.2020

Authorized Signature:

Name of the Representative of the Bidder.

FRANCISCO G. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cotered into by and between:

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

#4t Wolfafes Construction been a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business Proprietor/President/ General Manager, Prancture Therein and herein represented by its efficient single/married and proprietor and herein represented by its of legal age, Filipino bereinafter referred to as the Proprietor/President/ General Manager, Practice Thirdseitizen, single/married, resident of Planagement, Rical Courts Action National Section That CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 💉 😘 1600 3. 📭 2019 ____ namely:

Impreting of Jehool Ground at Subay . Jam. shoel, Bray Subay, cardons, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>hecapher</u> 3. \$1.19 ____, 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 Sundred Seventy Bine Thousand Nine Hundred Seven (P 979,507,35), Philippine Currency. — сесь ав4-39/400-

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 (__(o__) 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. Cartificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest.
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes.
 - h. Bid Security
 - Addenda and Supplemental Bulletius
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the 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 PPSOS Nine undeed leventy like Industrial Name (undeed leventy like Industrial Name (undee (P_ 979,907.38), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Mandred Nisety Tures Thousand Nine Hundred Eventy Two Peacs and 21/100 (P.293,972,23)

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

4

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 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. 9180, 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 infristructure project or works is/are located.

IN WEINESS WHEREOF, the parties have bereunto signed this Agreement this ______ day

Z 5 DEC 2020 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

REBECCA A. YNARES

Governor & Govern

WITNESSES

MARISSA N. CLEDFAS .

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY S.S.

present.

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

Name/Fortity
Valid 1D Presented
Date
Place
HON, REBECCA A. YNARSS
Passport No. P8239281A
August 5, 2028
Manife

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

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

Concreting of School Second at Saboy Mon, School, Begg, School, Cardena, Rical

•		
AUTTATEON NAV (2	AND AND SEAL (DIS	day of JAN 2020 at Rizal Provincial Capitol,
Antipolo City.	ALC LUCK STORE THE	
Date No		NOTARY PROTARY BUTHEREDET, 31,2021
Scries 20		APPT, Mally and a
		ROLL (#67.107.00.05320 PTR (#0.157.0007.37/1917AL
		PTRIOUES BOLL BOOKO 47/RIZAL



NOTICE TO PROCEED

07 January, 2020.

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 of Covered Pathwalk & Waiting Shed at

B.F. San Juan National High School, Brgy. San Roque, 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

I acknowledge receipt of this Notice on:

1-4-2020

Authorized Signature:

Name of the Representative of the Bidder:

RK N. FERMINDOZA

CONSTRUCTION AGREEMENT ZO

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. 716°, with sent of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

Permindoza Buildars & Const. Interprises sole proprietorship/private corporation, of	tuly
organized and existing under the laws of the Republic of the Philippines, with principal place of busin	ness
and office address at Cainta, Rizol , and herein represented by	145
Proprietor/President/ General Manager, Bark Ferratudoza of legal age, Filip	
citizen, single/married, resident of Cainte, Mizal 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. PSSB Rec. 3, 6, 2019 namely:

Construction of Covered Fathwalk & Smiting Shed at BeF. San Just National Sight School, Brgy. San Rogue, Cardona, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 5, 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 Cook Million Sight Humared 71fty Four Thousand Nine
Cook Million Mill

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 Binety Two (92) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reforence, namely:
 - a SP Ordinance No. RPSB Rea 5, 8, 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the obcuments/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletios
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS one N. 11ion right Sundred Fifty Four Thousand Nine Pesos and 27/100

 (P 1.654.009-27), 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 K 4. The CONTRACTOR warrants that he has not given our promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 20

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five R nared Fifty Six Thousand Two hundred

Two Penos and 78/100 (P.55 202-76)

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

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

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

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

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

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

-ب

98

r 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 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 pertinent provisions of Republic Act No. 91874 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 _ at Autipolo City. Permindoza Suilders & Const. Enterprises RIZAL PROVINCIAL GOVERNMENT Emity/Firm/Corporation By: By: REBECCA A. YNARES Governor WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Date Ptacc | Valid ID Presented Name/Entity Passport No P8239281A Manila August 5, 2028 HON, REBECCA A, YNARES TIN = 239-634-109. ark Fermindosa This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

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

written and has been signed by the parties hereto in	each and every page hereof, refers to the Agreement for:
Construction of Covered Fathweigh School, Brgy. San Roque, Card	only & Waiting Shed at B.J. Sen Joan M _e tional Cons. Risal
WITNESS MY HAND AND SEAL this _Antipole City. Doc No	ATTY. MARKET PROVIDENT CAPITAL ATTY. MARKET PROJECT OF MAY A PIDAMO SE HOTARY PUBLIC DESCRIPTION OF APPENDING SOLD OF ATTY, NO. 457 6-DG 7-3/A/RTZAL 189 UPETIME ROLL NO. 6904/7/RIZAL



NOTICE TO PROCEED

07 January, 2020

MR. FRANCISCO G. 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 *Imprived Yvares Multi-Purpose Covered Court at Palma St., Sitio Ibaba, Brgy. San Pedro, Marang, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor 🔾

Lacknowledge receipt of this Notice on:

1.9.2020

Authorized Signature:

Name of the Representative of the Bidder:

FRANCISCO G. 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. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Binangement**, Rizel and herein represented by its Proprietor/President/ General Manager, Francisco Chindre of logal age, Filipino citizen, single/married, resident of Single, Onesh, dizel bereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure, works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
WHEREAS, the CONTRACTOR, warranting that it has the financial and, rechnical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last <u>December 1. 11</u> , has accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Coe Hillian Forty Thomas of Two Sandred 1111y higher [PI-100-270-17]. 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 that 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, manually:
a. SP Ordinance No. 17. 5. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. 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;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS one Million Porty Thomsand Two Province 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;

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS There intuitive Louis and eventy seven (P B12,077.45)

 Philippine Currency, in the form of review as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding
- Contractor undertakes to post a warranty sucurity 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 changes 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 Boreau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

Documents:

ch-

Ų

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

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

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

RIZAL PROVINCIAL GOVERNMENT hit chirdus construction (orp. Entity/Firm/Corporation By: Francisco Viledas REBECCA A. YNARES Governory: Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS...

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Funty	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passyon No. P8239281A	August 5, 2028	Maniks
Francisco Ubindas	77M-008-410-659		

all known to me and in 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 préséns.

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

Improvement of Thorax Multipurpose Powered Court at Palma Stag Sitio Ibaba, Brgy, Sen Cedro, Peront, Signi

••	07 444	
WITNESS MY HAND AND SEAL this	day of	
Antipolo City.	TIY. MARKA SALVE RUBAYA ADAM	· (-
Page No.	NOTARY RUBBLE HATIL DEC. 31.70	
Beat No. Senes 20 7.	APPT, NG, 240 112	
	ROLL NO ATTY, NO. 35920	
	PTR NO. 15760073A/191ZAL	e Tet
•	ISP LIPETINE ROLL NO. 04 347 (B) Z	.00.24



NOTICE TO PROCEED

07 January, 2020

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 Installation/Impro/Rehabilitation/Repair of Electrical Lighting System of Ynarcs Multi-Purpose Covered Court & Installation of Solar Streetlights at Brgy. San Pedro&Brgy. Mayhancal, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY B. SORIANO

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. 71689 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
. oriano Construction a sole proprietorchia/private composition duly
organized and existing under the laws of the Republic of the Philippines, with practical place of business and office address at Hereng, Rivel and herein represented by its Proprietor/President/ General Manager, bidney action, single/married, resident of Reveng, Rivel bereinafter referred to as the CONTRACTOR WITNESSETH, That.
"
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 10 10 10 10 10 10 10 10 10 10 10 10 10
Installation/Impresentativehabilitation/sepair of "lestrical Lighting System of Youres Kultipurpose Covered Court and Installation of Wolar Streetlight at Brgy. A Fedro and Brgy, Keybonesi, Morang, Sisal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
Bid in a public bidding held last December 3, 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
following standards set forth in the hid documents, approved plans, program of works and specification in consideration of the amount of Con Hillian Four Hundred Fine Thousand Seven Hundred Ten Pegos and 69/100
Ten Peacs and 69/100 (P 1,409,710,69), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
The whole works subject matter of this Agreement shall be completed within 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 discuments/statements contained in the wurning bidder/s two (2) bidding envelopes bid Security
h. Bid Security Addends and Supplemental Bullsting
 i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Coe Hillian four Eundred Nine Themsand seven Eunered Ten Peace and 69/100

(P Takely-170-69), Philippine Carrency, 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 employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Treaty Tee Thomased Fine Summered

 **Intracen Peace and 20/400

 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 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 Aer 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 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. 9484 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes assing from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

竹

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 QQ 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. 9182, 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 forfoiture 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 infristructure 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

None/Entity Valid ID Presented Date Place

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

-1dney -crienc TIN = 255-687-269

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary art 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:

Installation/Improvement/Rehabilitation/Repair of Stoctrical Lighting -yotom of Theres Multipurpose Gavered Sourt & Installation of Solar "treetli hts at Brgy, sem Pedro and Brgy, Maybancal, Morong, Missl

WITNESS MY HAND AND SEA	L thisday of (9.7 30) at Rizal Provincial Capitol,
Ansipole City.	Charles -
Doc No	ATTY, MATERIAL OF THE YEAR PORMOS
Page No	HOTAR KOPARY PUBLIC - O.Z
Series 20 71.	West the state of the state of
	ROLL 0- ACT - 10. 29320
·	PTR NO. 15760: 373A /RTZst.
	IBP LIFETIME ROLL NO GOOMY IRIZAL



NOTICE TO PROCEED

02 January, 2020

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

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES — that work may proceed on the Asphalt Overlaying (portion) of Garrovillas St. & Zamara St., Brgv. San Jose, Morony, 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. WARES

Governor

I acknowledge receipt of this Norice on:

Authorized Signature:

Name of the Representative of the Bidder:

PORFIRIO P. MINA

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. 716Q 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
١_	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Teday, Rizal , and herein represented by its Proprietor/President/ General Manager, FRF1810 MILA , of legal age, Filipino citizen, single/married, resident of 1800y, 2100 , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
1	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, *• 2019 namely:
•	Asphait Overleying (portion) of Garrovilles St. & Zennam St., Ergy. Sec Jos Norway, 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 3 December 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 hid documents, approved plans, program of works and specification in consideration of the amount of the Reliable Badder Thomass 31s Badded Thirty Part 100. (P 1, 100, 130, 11), 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 Portion () 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, to 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 discuments/statements contained in the winning bidder/s two (2) hidding envelopes
	h, Bid Security i, Addenda and Supplemental Bultetins
1	j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
	 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Con Militar Right Huntred Thomas Ein hundred Thirty-Nine Party & 97/100 (Party 1), 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 and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS five Pundred Forty Thousand One Foundation:

Sinety-Case Peros 4 59/160 (P 540,191.99)

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his 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 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 reseined 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,
- (3) 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 inbitrators 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

Ø

T.

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

Without prejudice to administrative 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. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR hable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

SESS WHEREOF, the parties have become signed this Agreement this _____ day of 2019 ___ at Antipolo City. ENTERPRISES RIZAL PROVINCIAL GOVERNMENT By: By: PORFIRIO MINI YNARES REBECCA Governor Proprietor/Manager/President WITNESSES MARISSA N. CLEDVAS .

NOTARIAL ACKNOWLEDGMENT

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

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

Valid ID Presented Place <u>Date</u> Name/Entity Passport No. P8239281A August 5, 2028 Manlla HON, REBECCA A. YNARES PORFIRIO NUNA TIN NO. 154-422-889

all known to me and to me known to be the same person's who executed the foregoing instrument and enknowledgment that the same is their free voluntary act and deed as well as the cutity 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 licreto in each and every page hereof, refers to the Agreement for:

Asphalt Overleying (portion) of Gerrovilles St. & Zamora St., Brgy. Sen Jose, Morong, Rizal

WITNESS MY HAND AND SEAL this _ Antipole City.

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

TATTA NOTARY PUBLICS: 2019 817.80.1112028A φειρε), μ(μφ. 5532**0** PARTITION FOR MO GOOD



NOTICE TO PROCEED

07 January, 2020

MR. TEODORICO C. ALEJANDRO ALE-J CONSTRUCTION & TRADING Rodriguez, Rizal

Dear Mr. Alejandro:

The attached Contract Agreement having been approved, notice is hereby given to ALE-J CONSTRUCTION & TRADING — that work may proceed on the Construction / Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Brgy. San Jose & 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,

8

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature;

Name of the Representative of the Bidder:

1-9.2020

TEODORICO C. ALE

12/03/2019 # 24

CONSTRUCTION AGREEMENT 24

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, begain referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at bedrigues , Risel , and herein represented by its Proprietor/President/General Manager, bedrigues , Risel , bereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Panlalawigan Ordinance No. 25 & 18, 0. 2019 namely:
Construction/Provision of Wesb Familities (Water, Samitation & Myglame) for Descustion Center at Brgy. Sam Jose & Brgy. Sam Isidro, Endriques, 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 December 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 Hillien Six Mandred Five Toursend One Business Sixty-Times Tours 4 12/100 (P 1.005-163-91) Philipping Currency
Sixty-Pires Peres 4 91/100 (P 1,605,163,91), 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 Electy () 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 & 15, . 2019
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes
h. Bid Security
i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued 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

One Million Siz Handred Five Toeseand Con Handred Sixty-Three Pesos 6

91/100

(P 1, 405, 163, 91), 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;

this Agreement in conformity with the province of the Contract;

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Four Pundred Eighty too Thousand Five Rendred Forty

 Fine Pesos and 17/100

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

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

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

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

W

7

A.

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 bareto to agree in writing 24 to resort to other alternative modes of disputes resolution,

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ 2 6 DFC 2019at Autipolo City. RIZAL PROVINCIAL GOVERNMENT ALE-J COMPTROCITEDS AND TRADENC Emity/Firm/Corporation By: By: MELIA COLEX REBECCĂ A. YNARES Governor (Proprietor/Manager/Presider WITNESSES MARISSA CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Place: Valid ID Presented Date Name Entity August 5, 2028 Manila Passport No. P8239283 A HON, REBECCA A. YNARES TIN NO. 910-062-673 TECHNICO ALBINERO

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:

Opostruction/Provision of Work Facilities (Water, Smitstion & Bygiese) for Evenuetion Contor at Srgy. Sen Jose & Brgy. Sen Isldre, Rodriguez, Riski

WITNESS MY HAND AND SEAL this	day of 8 7 JAN 2020 Rizal Provincial Capitol.
Antipolo City. Doe No	Sant
Page No	ATTY: MACHAGYANY PUBLIKAYA ADAMOS HOTARY PARCY: BUTTL DEC. 31, 1021
	7981.3 - 39 - 07 8020 - 4011.63 - 483 2 0
•	PER NO. 357 CODESAURIZAL (BP LIPETIME XOLL NO. 09047 IRIZAL



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 January, 2020

MS. MARIA VICTORIA H. SAGUN DIAMOND BLESSED CONSTRUCTION Rodriguez, Rizal

Dear Ms. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to
DIAMOND BLESSED CONSTRUCTION—that work may proceed on the
Installation of Elect'l Lighting System of Ynares Multi-Purpose Covered Courts & Repair of Fence &
Rehabilitation/Conc. (portion) of Sch. Ground at Brgy. Geronimo & Brgy. San Isidro, Rodriguez, Rizat
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Appearant 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,

REBEÇÇA A. YNAREŞ

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

iaria vigtoria h. sagun

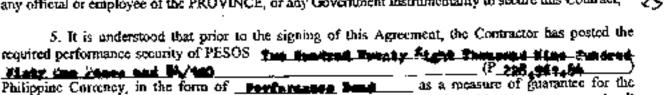
CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7168, with scat Circumferential Road corner P. Oliveros St., Brgy. S	ZAL, a local government unit, duly organized and of government at the Rizal Provincial Capitol,
RS OUVEKNUK, HUN, KEBEUUA A. YNAKES, BO	coin referred to as the PROVINCE; and
Manage Blacout Construction	Auto
organized and existing under the laws of the Republic and office address at Proprietor/President/ General Manager, Citizen, single/married, resident of CONTRACTOR WITNESSETH, That,	a sole proprietorship/private corporation, duly of the Philippines, with principal place of business and herein represented by its of legal age, Filipino hereinafter referred to as the
herzeut of the 2sylkhusuk Lamasmikan Otenianice	ertain in finstructure works should be constructed in No namely:
Installation of Plontrical Edgiting Systems and Repoly of Perso & Rebebblitation/Con Buggs Corpolas & Buggs Son Ivides, Fedri	um of Thered Multipuryage Covered Courts proting (portion) of School Spound at
to undertake the above said infrastructure works, has Bid in a public bidding held last the construction and completion of the above said is following standards set forth in the hid documents, as	ne grouped raisers, in presentant of sweeks and speculication in
consideration of the amount of	763 to 645
The whole works subject matter of	of this Agreement shall be completed within
Documents, Approved Plans, Program of Works at	ad Specifications and supporting/related; documents
Documents, Approved Plans, Program of Works at which are integrated herewith and incompanied hereign	ad Specifications and supporting/related; documents
Documents, Approved Plans, Program of Works at which are integrated herewith and incompanied hereign	ad Specifications and supporting/related; documents
Documents, Approved Plans, Program of Works at which are integrated herewith and incorporated herein a. SP Ordinance No. b. Certificate of Availability of Funds	ad Specifications and supporting/related documents to by way of reference, namely:
Documents, Approved Plans, Program of Works at which are integrated herewith and incorporated herein a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate.	ad Specifications and supporting/related documents to by way of reference, namely:
Documents, Approved Plans, Program of Works at which are integrated herewith and incorporated herein 15 h 18, no 2019 a. SP Ordinance No b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estind Detailed, Plans and Specifications	ad Specifications and supporting/related documents to by way of reference, namely:
Documents, Approved Plans, Program of Works at which are integrated herewith and incorporated herein 15 h 18, no 2019 a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estin d. Drawing, Plans and Specifications e. Construction Schedule	ad Specifications and supporting/related documents to by way of reference, namely:
Documents, Approved Plans, Program of Works at which are integrated herewith and incorporated herein 15 h 18, no 2019 a. SP Ordinance No b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estind Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the docubidder/s two (2) bidding envelopes	ad Specifications and supporting/related documents a by way of reference, namely:
Documents, Approved Plans, Program of Works at which are integrated herewith and incorporated herein 15 & 18, as 2019 a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estin d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the docubidder/s two (2) bidding envelopes h. Bid Security	ad Specifications and supporting/related documents a by way of reference, namely:
Documents, Approved Plans, Program of Works at which are integrated herewith and incorporated herein 13 h 18, to 2019 a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estind. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the docubidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Coutr	ad Specifications and supporting/related; documents by way of reference, namely: mate ments/statements contained in the winning actor's Conformity thereto
Documents, Approved Plans, Program of Works at which are integrated herewith and incorporated herein 15 h 18, no 2019 a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estind Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the docubidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins	ad Specifications and supporting/related; documents to by way of reference, namely: mate ments/statements contained in the winning actor's Conformity thereto of Cash Deposit issued in accordance to the
Documents, Approved Plans, Program of Works at which are integrated herewith and incorporated herein 15 h 18, he 2019 a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estind Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the docubidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Coutr k, Credit Line Certificate/NFCC/Certificate of Rules and Regulations implementing R.A. No. 2. In consideration of the payment to be mare	ad Specifications and supporting/related; documents a by way of reference, namely: mate ments/statements contained in the winning actor's Conformity thereto of Cash Deposit issued in accordance to the o. 9184 ade by the PROVENCE to the CONTRACTOR, the
Documents, Approved Plans, Program of Works at which are integrated herewith and incorporated herein 13 & 18, 10, 2019 a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estind. Drawing, Plans and Specifications e. Construction Schedute f. Request for Expression of Interest g. Bidding Documents including all the docubidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contract and Regulations implementing R.A. No. 2. In consideration of the payment to be malatter hereby covenants with the PROVINCE to consideration contract to consideration of the payment to be malatter hereby covenants with the PROVINCE to consideration.	ad Specifications and supporting/related; documents a by way of reference, namely: mate ments/statements contained in the winning actor's Conformity thereto of Cash Deposit issued in accordance to the o. 9184 ade by the PROVENCE to the CONTRACTOR, the truct and complete the infrastructure works subject of
Documents, Approved Plans, Program of Works at which are integrated herewith and incorporated herein 15 h 18, to 2019 a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estind Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents including all the documents including all the documents in t	ad Specifications and supporting/related; documents a by way of reference, namely: mate ments/statements contained in the winning actor's Conformity thereto of Cash Deposit issued in accordance to the o. 9184 ade by the PROVENCE to the CONTRACTOR, the truct and complete the infrastructure works subject of
Documents, Approved Plans, Program of Works at which are integrated herewith and incorporated herein 15 & 18, 10, 2019 a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estind Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the docubidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contract Rules and Regulations implementing R.A. No. 2. In consideration of the payment to be malatter hereby covenants with the PROVINCE to consideration Agreement in conformity with the province of the	and Specifications and supporting/related documents by way of reference, namely: mate ments/statements contained in the winning actor's Conformity thereto of Cash Deposit issued in accordance to the o. 9184 ade by the PROVINCE to the CONTRACTOR, the truct and complete the infrastructure works subject of a Contract;
Documents, Approved Plans, Program of Works at which are integrated herewith and incorporated herein 15 to 16, to 1019 a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estind Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the docubidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contract and Regulations implementing R.A. No. 2. In consideration of the payment to be malatter hereby covenants with the PROVINCE to consthis Agreement in conformity with the province of the payment in the payment in conformity with the province of the payment in th	ad Specifications and supporting/related documents by way of reference, namely: mate ments/statements contained in the winning actor's Conformity thereto of Cash Deposit issued in accordance to the o. 9184 ade by the PROVINCE to the CONTRACTOR, the truct and complete the infrastructure works subject of a Contract;

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;



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

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

Section 68 of Rule XXII of Republic Act No. 9384 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procutement of Gnods, 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 imperfermed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 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. 9189, 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 unwastanted 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 infristructure 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 TD Presented Date Place

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

MA. VICTORIA H. SAGIN TEN NO. 193-083-270

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 herero in each and overy page bereof, refers to the Agreement for:

Installation of Electrical Lighting System of Ynares Multi-Purpose Covered Courts & Repair of Fence & Rehabilitation/Concreting (portion) of School Ground at Brzy. Geronimo & Brzy. San Isidro, Rodriguez, Rizal

WITNESS MY HAND AND SEAL this Antipolo City.	_day of 7 DEC 2010 at Rizal Provincial Capitol,
Page No	ATTY, MATERIAL PROPERTY AND AMOST
Series 20 <u>79</u>	(26)3 (1 to 2 to 5 to 5 20 43 to 5 to 5 to 5 20 43 to 5 to 5 20 43 to 5 20



NOTICE TO PROCEED

07 January, 2020.

MR. MARIO C. SANDIL SAN KIMEDIO BUILDERS INC. Pandi Bulacan

Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to SAN IGMEDIO BUILDERS INC.—that work may proceed on the Constn.of Stone Masonry for Slope Protection at Sitio Lann Creek 3, Brgy. Macabud, 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 ATYNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

 A_{ij}

CONSTRUCTION AGREEMENT 26

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

THIS ACRES MENT HERE AND CONCRETE WAS BY ABLE OF THE OF
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Autipolo 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 Prof. Buleson, and herein represented by its Proprietor/President/ General Manager, Rapto Co. Land herein represented by its of legal age, Filipine citizen, single/married, resident of Prof. Buleson, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastmentre works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 29, 0, 2018 namely:
Squatrustion of Stone Hosenry for Slupe Protection at Sitio Lean Greek S Brgy, Hasebod, Sodrigues, Simal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 3. 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 if consideration of the amount of Five Hillien Thirty 12. There is a set of the amount of Program of
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within the Biological Plans, Program of Works and Specifications and supporting/related document which are integrated berewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. P9. s. 2018
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;
this waterstorn in companient), which he had ance on one companie

The PROVINCE benchu covernuts to have the CONTRACTOR throughout the Sections
(P 5,099,178,66 _), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works
unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the
manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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; $\,\,2\,$

5, it is understood that prior to the signing of this Agreement, the Contractor has posted the required performance scentity of PESOS can William Fire, Produced Top. Theorems Fire Produced Type Prod

Philippine Currency, in the form of **Performance** 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, etherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 bave 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 PROVINCR to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

B

D

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 16 to resort to other alternative modes of thispates resolution.

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

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

IN WITHNESS WHEREOF, the parties have becomes signed this Agreement this _____ day of at Antipolo City. San Ignedie Builders, Inc. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Marie C. Seedil Proprietor/Manager/President Governor O WITNESSES MARISSA'N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Dare Place Name/Entity HON, REBECCA A, YNARES Passport No. P8239281A August 5, 2028 Manile

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

*1# 007**-8**57**-80**0

Mario C. Sendil

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

Construction of Stone Mancory for Slope Protection at Sitis Lase Crock 3. Bray, Massing, Redrigues, Mital.

-,	- ·
WITNESS MY HAND AND Antipolo City.	SEAL thisday of AN 2020 N Pizal Provincial Capitol,
Doe No.	THE MARK OF COMERAND ADAMOS
Book No.	MOTOR PUBLISHED NOTARY ENERGY
Series 20	Appling. 39-QV
	ROLL 1. ATTY, NO. 5532B
	PTR NO. 157 0 00 73A /RIZAL
	IND LIFETIME ROLL IID 09047 /RIZAL



NOTICE TO PROCEED

07 January, 2020

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 CORP. that work may proceed on the Concreting of Road at Purok 4, Brgy. Pintong Bukawe, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA AVNARES

Governor

I acknowledge receipt of this Notice on:

1-01-2020

Authorized Signature;

Name of the Representative of the Bidder:

. _ _ _ _ _ _ _

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, besein 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 habitant, Rical and herein represented by its Proprietor/President/ General Manager, carried features. Rical herein represented by its citizen, single/married, resident of features. Rical hereinafter referred to as the CONTRACTOR WITNESSETIR That.
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguriang Panlalawigan Ordinance No. 2714 2014 namely:
Generaling of Road at Pursk by Segre Pintong Science, Son Makes, 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 beld 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 Agreement shall be completed within Agreement that 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 documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Builetins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Comract and specified in the Bid and as agreed upon by the Comractor;

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;

27

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

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

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

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

& Gloge

M.

οť

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 73 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 WITHERS WHEREOF, the parties have bereunto signed this Agreement this da at Antipolo City.	
COCKER Construction Corp.	RIZAL PROVINCIAL GOVERNMENT
Entity/Firm/Corporation	
By: Carles Serce inc Prostietor/Manager/President	By: REBECCA A. YNARES Governor &
· -	ITNESSES MA. VICTORIA B. 1FJADA

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
Carles Gerenine	009-052-752		

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

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,

Conscreting of Road at Purck & Brgy, Pintong Bukawe, San Hatee, Final

WITNESS MY HAND Antipolo City. Dec No	ATTY, MATTER POLICE AND STATE POLICE AND SEAL this AND AND SEAL THE POLICE AND
	EGP LIFETIME ROLL AG 109047/RIZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

07 January, 2020

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/Repair of Ynares Multi-Purpose Covered Court & Ynares
Multi-Purpose Building at Brgy. Malanday & Brgy. Guitnang Boyon II, San Mateo, Rizel
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:

1.7.2020

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT 28

KNOW ALL MEN BY THESE PRESENTS;

this Agreement in conformity with the province of the Contract;

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a total 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
	citizen, single/married, resident of
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 18, 66 2719 namely:
	Improvement/Repair of Inares Hultiperpass Severed Court & Inares Hulti- purpose Building at Regy, Helandsy & Regy, Suitness Rayon II, See Nates, 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 December 3. 2019 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Hillien Three Research Three Figure 2. [P 2,355,303-19], 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
	Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
*	Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. 18, 10, 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
•	Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. 18. 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

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

(P 3,553,305,15), Philippine

Three Hillion Three Bundred Thirty Five Thousand Three Bundred Five Person

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;

aps 19/100

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

28

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

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

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

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

Ŋ.

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

Without prejudice to administrative 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.

Intrisdiction 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 becount signed this Agreement this _______ Z 6 OEC 2019 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Lere Builders Emity/Firm/Corporation By: By: REBECCA A. YNARES nato Proprietor/Manager/President Governor 🔄 WITNESSES ملاب Martssa n. Cleofaș NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following <u>Place</u> Valid ID Presented Date Name/Entity Manila HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028 958 - 119-041-448 Peneto Villarette 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 at well as the entity that they respectively present.

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

written and has been signed by the parties hereto in each and Imprevenent/Repair of Theres Multipu purpose Building at Braye Malanday & Braye	specia Covered Court & Taures Halti-
WITNESS MY HAND AND SEAL this Antipolo City. Dec No	O 7 JAN 2020 at Rizal Provincial Capital, ATTY: MARIN WILVER'S RAYA FROM MOSAMOS NOTABLE STATES ATTY, KO. 25320 PTR NO. 157600 7347 RIZAL ISP LIFETIME ROLL NO. 09047/19664



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

07 January, 2020.

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 CORP. Ihat work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hyglene) at Sitio Tablon, Brgy. Cuyamhay, Tanay, Right effective on the day you received this Notice to Proceed,

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

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

Very truly yours,

REBECCA A. VNARES

Governor

Lacknowledge receipt of this Notice on:

1-9-2020

Authorized Signature;

Name of the Representative of the Bidder:

12/03/2019 # 29

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 716Q 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
CACTE CONTROCTION 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 leaf-laws, Ricol , and herein represented by its
Proprietor/President/ General Manager, CARLOS CERCEDO , of legal age, Filipine citizen, single/married, resident of Rodrigues, Riant, hereinafter referred to as the
citizen, single/married, resident of
CONTRACTOR, WITNESSETTI, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 20, 2019 namely:
Construction/Province of Newt Facilities (Notes, Semitation & Hygione) at
Sitio Tablon, Brgy. Cayembay, Teney, 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 3 becaute 2019, has accepted and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the bid documents, approved plans, program of works and specification is
consideration of the amount of Hight Budged Thirty-Tre Thousand Five Poses &
18/100 (P 832,005218), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties berew
hereby agree as follows:
actory agree as torrows.
. If 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 becewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 15, 8, 2019
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes
h, Bid Security
i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
The second section of the recovery to be used, but the properties of the SOARPS a STORE of
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 o

this Agreement in conformity with the province of the Contract;

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

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

gjæg

بات

2

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 Managed Forty Files Theorems Six Handred One Page 4 55/100

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rates 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 too 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 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 chiration 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 corapctence of the Construction Industry Arbitration Commission to resolved shall be

₹

Jülger

1

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, vithout prejudice, however to any mutual agreement of the parties hereto to agree in writing]4 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative 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. 918 4 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 ______

Z 6 DEC 2019 at Antipolo City. CSCER CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: RESECCA A. YNARES Governor 🗗 WITNESSES MARISSA N. CLEOFAS

NOTARIAL ACKNOWLEDGMENT

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

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

Place Name/Entity Valid ID Presented <u>Date</u> HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila CARLOS CENCETIMO TIN NO. 009-082-732

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

This instrument, convisting 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/Prevision of West Familities (Water, Semitation & Hygians) at Sitio Tubion, Brgy. Cayembey, Tomey, Risel

WITNESS MY HAND AND SEAL this	day of 7 JAW 2020 at Rizal Provincial Capitol,
Antipolo City.	
Doc No/A	SAN . —
Page No	ATIV, MARID ON JAF BURNOW DOMENS
Book No.	
Series 20_77.	HOTARY PUBLISHED BY DRY TO STATE
	AP27, GD, 20 - G 2
	ROLLEGE ATTY, NO. SERVOL
	PTR NO. 1376/0073/A/R/ZAL
	HAP LIFETIME ROLL BO OPICAT POLZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

07 January, 2020

MR. EDWIN G. FRANCISCO EGF ENTERPRISES AND CONSTN. Teresa, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONSTN. that work may proceed on the Constn. of 2-storey Ynarcs Multi-Purpose Building at Sitio Harangan, Brgy. Plaza Aldea, Tanay, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA AVNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN G. FRANCISCO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an existing under Republic Act No. 71689 with scat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act bits 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 Teresa, Rical and herein represented by its Proprieton/President/General Manager, Ldwin Proprieton— of legal age, Filipine citizen, single/marned, resident of Teresa, Rical , heremafter 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. 17. 8. 2019 namely: construction of 2 storey Therea Sultipurpose Swilding at Sition Suringen, Stray, Flace Fidea, Canay, Risal			

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Two hundred thirty free Themsend Two (P 3,232,225,15), Philippine Currency. undred Twesty Five Peece and 15/100

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 Hendred Thirty six (136) 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. 17, 🖦 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 decements/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's 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. to Rendered Thirty The Thousand Two Bundred Townty Pive Peace Tores Mill: (P 3,232,225,15), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner presembed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the contract, amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change of 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 arbitrarios under Republic Act No. 876, also known as the "Arbitrarion Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

W

ዲ

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 30 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. 9197, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

NESS AVIJEREOF, the parties have bereunto signed this Agreement this ____ at Antipolo City. nterprises & Construction RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: oncisos REBECCA A. YNARES Governor® Proprietor/Manager/President WITNESSES MARISSA N. CLEDEAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 15.5. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Name/Entity Valid ID Presented Date HON, REBECCA A, YNARES Passport No. P8239281A August 5, 2028 776 - 437-480-586 .dvin presti**sso** all known to me and to me known to be the same person's who executed the foregoing instrument and

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

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

Construction of 2 storey haltipurgors outleing of with Harmogan, orgy, Plass Adea, Paper, Sizel

Do Pag Bo	WITNESS MY HAND AND SEAL this tipolo City. No	ATTY, MARIN SALVE STRAYA ADAMOS NOTARY PORRELLED DEC. J. 221 APRILLONATION OF ARTICLES O