

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Improvement / Repainting of Ynares Multi-Purpose Covered Court and Stage at Antipolo Nat'l High School, Brgy. Sta. Cruz, Antipolo City offective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REYNALDO H. ŞAN JUAN JR., M.D

Acting Governor

Lacknowledge receipt of this Notice on

6 & 707d

Authorized Signature:

Name of the Representative of the Bidder:

ÆDWIN B. RIVERA

## CONSTRUCTION AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

PROVINGE, and
YARALIN CONSTRUCTION AND SUPPLIES a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <b>Proprietor</b> , <b>Risal</b> and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of <b>Proprietor</b> , <b>Risal</b> hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WEFEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 210 00 2019
Improvement/Repainting of Yourse Multi-Pumpese Covered Court and Stage at

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

The whole works subject matter of this Agreement shall be completed within Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 21, 8, 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications.
- c. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- 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		
17/190	(P 1,907,146.17	). Philippine
Currency, in consideration of the construction and o	only upon completion of the infe	astructure works
unitss otherwise agreed by the parties, subject of this	Agreement as a contract price at th	e time and in the
manner prescribed by the Contract and specified in the		

- 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 <u>Five (operated Seventy-Two</u> Toomsend One <u>Handred Forty-Three Pesos & 85/100</u> (P 572,143.85 )

  Phillippine Currency, in the form of <u>Performance Fond</u> as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding 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 figuidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to IN WITNESS WHEREOF, the parties have becomen signed this Agreement this \_\_\_\_\_\_ day of 0 1 JUN 2020 at Antipolo City. YAKALER CONSTRUCTION AND SUPPLIES RIZAL PROVINCIAL GOVERNMENT Ennty/Firm/Corporation By. By: EDNIN B. REVERA Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipoto City, personally appeared the following Place Valid ID Presented Date Name/Entity HON, REYNALDO H, SAN JHAN, J.R., M.D. PRC No. 0086686 October 16, 2022 Manila TIN NO. 429-019-900 emin e' fiably 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:

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

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#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Rivera:

The attached Comract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Repair / Repainting of Youres School Bldg, at Pinugoy Elem. School, Brgg. Pinugoy, Baros, 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,

REYNALDO H. SAN NIAN JR., M.D.

Acting Governor &

Lacknowledge receipt of this Notice on:

6-6-2070

Authorized Signature:

Name of the Representative of the Bidder:

02/28/2020 # 2

## CONSTRUCTION AGREEMENT $_{\mathcal{I}_{\mathcal{L}}}$

#### 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 Read corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., becoin referred to as the PROVINCE, and

YAKALER CONSTRUCTION AND SUFFLIES , a sole proprietorship/private comporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business Morone, Misel and office address at and herem represented by EDWIN B. RIVERA of legal age, Filipino Proprietor/President/General Manager, mrung, Risel hereinafter referred to as the citizen, single/married, resident of CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, #. 2019

## Repair/Septiating of Yearse School Building at Pinugey Elementary School, Brgy. Pinugey, Bures, 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 28 February 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Four hundred Fifty Four Thousand Four Sandred Fourteen Peece & 47/100 (P 1,434,414,47 ), Philippine Currency.

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

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

- a. SP Ordinance No. 21, \*. 2019
- 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) bidding envelopes
- h. Bid Scentity
- Addenda and Supplemental Bulksins.
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Four Managed Fifty-Four Topused Four Managed Fourteen Pesos (P 1,454,414,47 **# 47/10**0 Corrency, in consideration of the construction and only upon completion of the infrastructure works.

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and succified in the Bid and as agreed upon by the Contractor:

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

  Hardred Tourty-Four Pasce & 34/100 (P 436, 324.34 )

  Philippine Currency, in the form of Parformance Bend as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding
- 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 obtoined 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 JRR 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 repeties 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 lows 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 underskes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/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 forfesture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

YAKALER CONSTRUCTION AND SUPPLIES RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By. Proprestor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date: Valid ID Presented HON, REYNALDO H, SAN RIAN, J.R., M.D. PRC No. 0086686 October 16, 2022 Manda ewin B. Rivna 17H NO. 428-018-900 present.

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:

# Repair/Repainting of Youres School Bldg. at Pinugsy Elementary School, Bury.

Pinugay, Beres, Risel	
	() 5 JUN 2000
WITNESS MY HAND AND SEAL this _	day of at Rizal Provincial Capitol
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#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

05 June, 2020

MR, DANILO C. MAGNO TRANÇOM ENGINEERING CONSTRUCTION Taytay, Rizal

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION—that work may proceed on the Construction of 6x30nt Ynares Multi-Purpose Covered Court at at San Roque Elem. School, Brgy. Pinugay, Baras, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

reynaldo h. san(j)() n jr., m.d

Acting Governor ত

Lacknowledge receipt of this Notice on:

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Authorized Signature:

Name of the Representative of the Bidder.

02/28/2020 # 3

# CONSTRUCTION AGREEMENT 3

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., berein referred to as the PROVINCE; and

TRANCOM ENGINEERING CONSTRUCTION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Toytoy, Rissi , and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of Toytoy, Rissi 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. 21, 9. 2019 namely.

Construction of 6x30m Ymeres Multi-Purpose Covered Court at Sen Maque Elementary School, Brgy. Pinugay, Baras, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Rusponsive Bid in a public bidding held last 28 February 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Four Hundred Seventy-Four Incusand Five Hundred Thirty-Six Pages 35/200 (P 2,474,536-35), 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 Elighty-Four ( 94 ) 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. 21, s. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d, Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest ...
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i Addenda and Supplemental Bulietins
- 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 this Agreement in conformity with the province of the Contract;

Two Million Four Hundred Seventy-F	our Thousand Five Hundred Thirty-Six Peo	
& 35/100	(P 2,474,536.35 ), Philipp	ەننەر
Currency, in consideration of the construction	and only upon completion of the infrastructure we	ork:
unless otherwise agreed by the parties, subject o	fifthis Agreement as a contract price at the time and in	the
manner prescribed by the Contract and specified	in the Bid and as agreed upon by the Contractor:	

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Handred Forty-Two Thousand Three Handred (P 742,360.9) 1/ Sixty Perce 4 90/100 Philippine Currency, in the form of **Performance Bond** as a recasure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period:
- 7. For the duration of the Contract, a Contractor's All Risk insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's. health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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;
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- 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 basiness 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 projudice, bowever to any mutual agreement of the parties hereto to agree in writing  $oldsymbol{\mathbb{R}}$ 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 \_\_\_\_\_\_ day of 8 1 JUN 2020 at Antipolo City.

TRANSOM ENGINEERING CONSTRUCTION

Entity/Firm/Corporation

By:

Proprieto/Manager/President

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA B. DE GUZMAN

#### NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, REYNALDO H, SAN JUAN, J.R., M.D. PRC No. 0086686

October 16, 2022

Manila

DANITED MACKO

TIN NO. 130-861-254

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

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

Construction of 6x30m Ymares Multi-Purpose Covered Court at San Roque Elementery School, Ergy, Piragay, Baras, Rizal

WITNESS MY HAND AND SEAL this

g 5 JUN 2000 ...\_\_\_dary of \_

st Rizal Provincial Capitol,

Autipelo City.

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Book No. Series 20

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# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

05 June, 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 CORPORATION that work may proceed on the 
Construction of Road Leading to Evacuation Center, Brgg. Santiago, Baras, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REYNALDO H. SANTIAN JR., M.D. Acting Governor A-VV

Lacknowledge receipt of this Notice on:

6-8-2070

Authorized Signature.

Name of the Representative of the Bidder:

#### KNOW ALL MOEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	This ACMEDIATE Harde and Cited to the Commission.
Circu its At	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and ng under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, inferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by CTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the VINCE; and
	CSCER CINSTRUCTION COMPORATION, a sole proprietorship/private corporation, duly
and Propi citize	nized and existing under the laws of the Ropublic of the Philippines, with principal place of business office address at Rodriguez, Rizal, and herein represented by its rictor/President/General Manager. CARLOS GENERALD, of legal age, Pilipine in, single/married, resident of Rodriguez, Rizal, hereinafter referred to as the ITRACTOR, WIFNESSELH, That,
purso	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in lant of the Sangguniang Panlalawigan Ordinance No. 21, s. 2019 namely:
	Construction of Road leading to Evacuation Center, Eugy, Santiago, Berae, Rizel
Bid in the consti- consti-	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence dertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public bidding held last 28 February 2020 has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the wing standards set forth in the bid documents, approved plans, program of works and specification in decarion of the amount of One hillion Three flundred Theory Three Thousand Six addred Thirty-Six Pasos 8 11/100 (P.1,323,636,11), Philippine Currency.
hereb	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heretory agree as follows:
Docu which	1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid ments, Approved Plans, Program of Works and Specifications and supporting/related documents have integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 21, 0. 2019

 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;

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

j. Notice of Award of Contract and the Contractor's Conformitythereto

Rules and Regulations implementing R.A. No. 9184

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Cae Million Three Burdred Twenty-Three Thousand Six Examined Thirty-Six

Pesos & 11/100 (P 1, 323,636,11 ). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and succified 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 scentity of PESOS Three Hundred Ninety-Seven Thousand Ninety Peece & 83/100 (P 397,090.83 )

Philippine Currency, in the form of <u>Ferformence Bond</u> as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding 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, segurding the payment of damages, whether figuidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other atternative 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 a the appropriate court of the city/municip works is/are located			
IN WITNESS WHEREOF, the 8 1 JUN 2020 at Anti	parties have bereente si polo City.	gned this Agreement th	tis day of
CSGER CONSTRUCTION CORPORATION Entity/Firm/Corporation	RIZ.	AL PROVINCIAL GO	VERNMENT
By: GOOGL	Яу:	NALDO H. SAN ACA Acting Gaylen	-
CARLOS GEXONINO	REY	NALDO H. SAN A	N, J.R., M.D.
Preprietor/Managor/President		Acting Griden	or o
/	WITNESSES	Ū	
K		Q	
LOLITA BODE QUZMAN		MA. VICTORIA B. T	'EJADA
Ĺ	RIAL ACKNOWLED	'	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Public 9	for and io Antipolo City,	personally appeared th	ic following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H, SANJUAN, J.R., M	1,D PRC No. 0086686	October 16, 2022	Manta
CARLOS GERONIMO	TIN NO. 009-082-73	2	
all known to me and to me known to lacknowledgment that the same is their fre present.			
This insument, consisting of the written and has been signed by the parties			

Construction of Road leading to Evacuation Center, Brgy. Sentiago, Baras, Risal n 5 Jun 2000

	2020	
WITNESS MY HAND AND SEAL dus-	day of	, at Ruzal Provincial Capitol,
Antipolo City.	6	5 /
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Page No	MILLION BRIDE	SALVERUBAYA AMARING
Book Ro.	NOTARY PR	NOTARY PUBLIC SLIV UNTIL DEC. 31, 2021
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#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

05 June, 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 Overlay of Baras-Pinugay Road, Brgy. San Salvador, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REYNALDO II. SAN JUAN JR., M.D. Acting Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PORFIRIO A 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. 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 ACTING GOVERNOR, HON. REYNALDO H. SAN 3UAN, JR., M.D., herein referred to as the PROVINCE; and

organized and existing under the laws of the	, a sole proprietorship/private corporationablic of the Philippines, with principal place of leal, and hereio represented	business
Proprietor/President/General Manager,	FIRIO MINA of legal age, nay, Rizal bereinafter referred to	Filipino
WHEREAS, the PROVINCE declar pursuant of the Sangguniang Panlalawigan C	hat certain infrastructure works should be consulance No. 21, \$\display 2019 name	ructed in oly:
:  Asphelt Overlay of Baras-Pinng	Road, Brgy. San Selvador, Beras, Riza	<b>•</b> 1

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bird in a public bidding held last 28 February 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Nine Hundred Forty-Eight Thousand Eight Fundred Ninety-Six Peros 3 06/100 (P 4.948,896.06), 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 Forty (40) 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. 21, 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 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 this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four M111on Nine Handred Forty-Eight Thousand Eight Handred Ninety-Six Pesos.

  8 06/100 (P 4,948,896.06 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner necessibed 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 nosted the required performance security of PESOS

  Six Hundred Sixty-Eight Perce 5 82/100

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

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

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

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

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

Without 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.

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.

	egreement thisday ofday of
By:  REYNALDO H.  Act	M
REYNALDO H.	SANJUAN, J.R., M.D.
REYNALDO H.	SANJUAN, J.R., M.D.
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MA. VICT	ORDA B. TEJADA
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esented	Date Place
86686 October 16	6, 2022 Manila
-422-889	
and dood as well as	I the foregoing instructeut and the entity that they respectively
icluding this page w ad every page hereof	therein this acknowledgment is trefers to the Agreement for:
Brgy. Sam Salv	vedor, Baras, Risel
	olo City, personally sented  86686 October 16  422-889  rson/s who executed and deed as well as seluding this page was elected.

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# OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

05 June, 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 Water System Level II, Brgy. Bongad, Binongonan, 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,

REYNALDO H. SAN JIJAN JR., M.D Acting 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:

pursuant of the Sangganiang Panlalawigan Ordinance No. 21, 6, 2019

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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

KIT UBIADAS CONSTRUCTION CORPORATION a sole proprietorship/private corporation		
organized and existing under the laws of the Republic of the Philippines, with principal place of b	นสาธธรร	
and office address at Binandonen, Rizel and herein represented b	y its	
Proprietor/President/General Manager,	ilipino	
citizen, single/married, resident of <u>Binangonan</u> , Rizal hereinafter referred to a	as the	
CONTRACTOR, WITNESSETH, That,		
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in		

Construction of Water System Level II, Brgy. Bangad, Binengonan, 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 28 February 2020 \_\_\_\_\_, 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 Three Million Two Hundred Theire Thousand Eight Eurodred Fourteen Pages 4 92/100 \_\_\_\_\_\_ (P\_3, 212, 614, 92\_\_\_), Philippine Currency.

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

- I The whole works subject matter of this Agreement shall be completed within One Handred Forty (140) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely
  - a, SP Ordinance No. <u>21, s. 201</u>9
  - b. Certificate of Availability of Funds
  - e. Scops/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 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 this Agreement in conformity with the province of the Contract,

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

Three Million Two Handred Twelve Thousand Right Handred Fourteen Pesos &

92/100 (P 3,212,814.92 ), Philippine

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give uny 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 <u>Wine Fundred Sixty-Three Thousand Eight</u>

  \*\*Pandred Porty-Four Pesos & 47/100 (P 963,844,47 )

  Philippine Currency, in the form of <u>Performance Bond</u> as a measure of guarantee for the faithful compliance of and corepliance 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 producement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of D J JUN 2021 at Antipolo City. KIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: FRANCISCO UBIADAS Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Name/Entity Valid ID Presented Date HON, REYNALDO H. SAN JUAN, J.R., M.D., PRC No. 0086686. October 16, 2022 Manula FRANCISCO UBIADAS TIN NO. 008-410-689 all known to me and to me known to be the same person's who exceuted the foregoing instrument and zeknowledgment 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 Water System Level II, Brgy. Bengad, Binangonan, Rizel WITNESS MY HAND AND SEAL OWS \_\_ Antipolo City. ATTY PARTHAD & PUBBLE CHANGE NOTARY STRUCT UNIQUE BY EURING 921 Page No. aM sinoff APPTORAL SHOU S<del>ಪ್</del>ಷ 20 -

ROLL NO ATTY, NO. 55320 PTE NO INTERPOLATION PRIME IBM LINETAIL A. L. D. M. HAVESTAL



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Anore:

The attached Contract Agreement having been approved, notice is hereby given to G. ANORE CONSTRUCTION—that work may proceed on the Impre. / Repair/Repainting of Vnures School Buildings,
Covered Pathwalk, Fence at Binangonan & 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.

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Very truly yours,

REYNALDO II. SAN JUAN JR., M.D. Acting Governor

I acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

02/28/2020 # 7

### CONSTRUCTION AGREEMENT 7

#### KNOW ALL MEN BY TRESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, daly organized and existing under Republic Act No. 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., betein referred to as the PROVINCE; and

G. ANORE CONSTRUCTION	, a sole proprietorship/private curporation, duly
organized and existing under the laws of the Republic	of the Philippines, with principal place of business
and office address at Binangonan Riza	<u>d</u> , and herein represented by its
Proprietor/President/General Manager,GRINGO	C. ANORE , of legal age, Filipino
citizen, single/married, resident of <u>Bittempon</u> CONTRACTOR, WITNESSETH, That,	an, Rizal, hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlatawigan Ordinance No. \_\_\_21, s. 2019 \_\_\_\_\_\_namely:

Improvement/Repair/Repainting of Ymares School Buildings, Covered Pathwelk, Fence et Binangonen & Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 28 February 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Six Handred Sixteen Thousand Two Handred Forty-Nine Pesos & 78/100 (P 2,616,249,78), Philippine Currency.

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

- 1. The whole works subject marter of this Agreement shall be completed within Ninety (90) 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. 21, 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 Conformitythereto-
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Two Million Six Bundred Sixteen Thousand Two Bundred Forty-Nine Pesos & 78/100 (P. 2,616,249.78 ). 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 sureed upon by the Contractor:

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

  Hundred Seventy-Four Pesos & 93/100

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations 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 producement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or tenninate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 7. Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 7 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.

R SVIJNESSANHEREOF, 1 at A	the parties have hereunto signed Antipolo City.	this Agreement	thus day o	of
G. ANORE CONSTRUCTION Entity/Firm/Corporation	RIZAL P	ROVINCIAL GO	VERNMENT	
By: L. Line	By:	Shack	•	
GRINGO CL. ANORE	DEVNAT	DO H. SAN AUA	N, J.R., M.D.	
Proprietor/Manager/President	REL.WE	Acting Govern	nor v	
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LOLITA B. DE ŒUZMAI	N MA.	VICTORIA B. 1	TEJADA -	
/ NO	TARIAL ACKNOWLEDGMI	ent		
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY ) \$.5	•			
DEFORE ME, a Novary Pub	lic for and in Antipolo City, pers	onally appeared (	he following	
Name/Entity	Valid ID Presented	Date	Place	
HON, REYNALDO H, SAN JUAN, J.R.	i, M.D., PRC No. 0086686 Oc	tober 16, 2022	Manila	
GRINGO C. ANORE	TIN NO. 253-374-109			
all known to me and to me known acknowledgment that the same is their present.  This instrument, consisting a written and has been signed by the part Improvement/Repair/Repaint Fence at Binangonan & Ango	r free voluntary set and deed as v if three (3) pages including this ties hereto in each and every page ting of Ynares School But	veil as the entity to page wherein this hereof, refers to the	hat they respective acknowledgment to Agreement for:	ļ.,
WITNESS MY HAND AND	SEAL thisday of 0.8	JUN 2020, p.i.	al Provincial Capita	- i
Amipolo City,		$\sim$	1.	~~1
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TBP LIFETING ROLL NO. 35 5-52 200-584.



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

05 June, 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/Imprv. Ynares Multi-Purpose Covered Court, Brgy. Mahabang Parang, Binangonau, 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,

REYNALDO H. ŠAN MJAN JR., M.D Acting Governor - h

I acknowledge receipt of this Notice on:

6.8-2020

Authorized Signature:

Name of the Representative of the Bidder:

# CONSTRUCTION AGREEMENT (

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., 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 **Bloecemen Birel**, and herein represented by its Proprietor/President/General Manager, **FRANCESCO UBLADAS**, of legal age, Filipino eitizen, single/married, resident of **Binenigman, Rivel** 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. 21, 5, 2019 namely:

# Repeir/Improvement of Ymeros Multi-Purpose Covered Court, Brgy. Mebabang Pereng, Binengones, 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 tast 28 February 2020, 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 Can Hillien Three Handred Planty Transport Two Bundled Postaria Research 15/100 (P. 1,390,246,15), Philippine Correctly.

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

- 1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 21, 6. 2019
  - b. Certificate of Availability of Funds
  - e, Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest 🐬
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Secority
  - i, Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Vine Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hillian Three libraried Minety Thousand Two Handred Verty-81x Perce & 15/100 (P 1,390,246.15 ). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Birl and as agreed upon by the Contractor.

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four fundred Seventeen Thousand Seventy-Three Pesos 6 84/100 (P\_417,073,84)

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the

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

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

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

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

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

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

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 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/endertaking prior or subsequent to the execution of this Agreement as well as any of the portinent 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

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ablic for and in Astrpolo City, per	sonally appeared t	he following
Valid ID Presented	Date	Place
I.R., M.D. PRC No. 0086686 Ox	tober 16, 2022	Manila
TEN NO. 008-410-689		
	REYNAL WITNESSES  AN MA. OTARIAL ACKNOWLEDGMI ES) S S ablic for and in Astipulo City, personal Valid ID Presented IR., M.D. FRC No. 0086686 Oc. TEN NO. 008-410-689	REYNALDO H. SAN JUA Acting Govern WITNESSES  AN MA. VICTORIA B. T. OTARIAL ACKNOWLEDGMENT  ES) S S  ablic for and in Antipolo City, personally appeared to Valid ID Presented Date  LR., M.D. PRC No. 0086686 October 16, 2022

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	O S JAM 2 JOB
WITNESS MY HAND AND SEAL	. thisday of, at Rizal Provincial Capitol
Antipolo City.	CAS -
Dec No.	ATTY, MARIA SALVE RUSAMA ADAMOS
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#### OFFICE OF THE GOVERNOR.

#### NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Goto:

The attached Contract Agreement having been approved, notice is hereby given to 
A.M. GOTO CONSTRUCTION—that work may proceed on the 
Repainting/Impr. of Ynares Multi-Purpose Covered Court, Stage, Comfort Room 
& Coust of Hand Washing Facility, Brgy. Macamot, 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 iruly yours,

reynaldo h. san (Qa)n jr., m.d

Acting Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

02/28/2020 # 9

## CONSTRUCTION AGREEMENT 4

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the

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, a sole proprietorship/private corporation, duly
of the Philippines, with principal place of business and herein represented by its N. GYPO of legal age, Filipine are presented to as the
tain infrastructure works should be constructed in namely:
Ampose Covered Court, Stage, Comfort dlity, Brgy. Hecamot, Binangonen, Rise
that it has the financial and, technical competence again declared as the Lowest Calculated Responsive has accepted and binds itself to undertake frastructure works strictly in accordance with the royal plans, program of works and specification in a contact of the contact of
(P 1,642,087.16 ), Philippine Currency.
on of the foregoing premises, the parties hereto

) 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. 21, \$, 2019
- 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) bidding envelopes
- b Bid Security
- 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

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

One MILHON Six fundred Forty-Two Thousand Eighty-Seven Perox &	nouse of PESOS
(P 1,642,087.16	), Philippine
Currency, in consideration of the construction and only upon completion of the in-	frastructure works
unless otherwise agreed by the parties, subject of this Agreement as a contract price at t	the time and in the
manner prescribed by the Contract and specified in the Birl and as agreed muon by the C	ontractor:

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 Manifest Hintery Two Thoughand Six Handred Thoughand Six Handred (P 492,626,15)

Philippine Correccy, in the form of Performance Found as a measure of guarantee for the

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

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

Without 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 perturent 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 \_\_\_\_\_\_ day of 1 JUN 2020 at Antipolo City. A.M. GOTO CONSTRUCTION . . \_ RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Proprietor/Manager/President WITNESSES LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Date Place Valid ID Presented Name/Entity HON, REYNALDO H. SAN JUAN, J.R., M.D. PRC No. 0086686 October 16, 2022 TIN NO. 237-410-542 ARNEL M. GOID 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: Repeinting/Improvement of Ynares Multi-Purpose Covered Court, Stage, Confect Room & Construction of Hand Washing Facility, Ergy. Macamot, Binangonen, Rizal

u y mn sessi WITNESS MY HAND AND SEAL this Antipolo City Doc No. Page No. AD NOTARY PUBLIC Sures 20 7 ROLL #3 47 67 319, 55520 FTT 19 15740073747RIZAL 187 C. C. C. C. P. C. C. C. 35 147/RIZAL



## NOTICE TO PROCEED

05 June, 2020

MR. MICHAEL A. VILLARIÑA MAK JAMS CONSTRUCTION Binangonan, Rizal

Dear Mr. Villariña,

The attached Contract Agreement having been approved, notice is hereby given to MAK JAMS CONSTRUCTION—that work may proceed on the Improvement/Construction of Drainage Canal at A. Mablal St., Brgy. Kaytome, Binangonan, Bital 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,

REYNALDO H. SAN 3

Acting Governor も

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

02/28/2020 # 10

# CONSTRUCTION AGREEMENT 10

## KNOW ALL MEN BY THESE PRESENTS:

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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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., berein referred to as the PROVINCE; and
MAK-JANS CONSTRUCTION, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of husiness and office address at Binangonon, Rizal and herein represented by its Proprietor/President/General Manager, eithzen, single/married, resident of Binangonon, Rizal hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalawigan Ordinance No. 21, 5, 2019 uamely:
Improvement/Construction of Exsinage Canal at A. Mebini St., Brgy. Kaytome, Binangoman, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 28 February, 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Two Bundred Sixty-Four Thousand Seven Hundred Four Peeps 3 93/100 (P 2, 204, 704, 93), Philippine Currency.
Hundred Four Pesos 3 93/100 (P 2,254,704.93), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Edghty ( 80 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
a. SP Ordinance No. 22, 84 2019  b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedute
<ul> <li>f. Request for Expression of Interest</li> <li>g. Bidding Decuments including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> </ul>
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
)
<ol> <li>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;</li> </ol>
3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Two Hundred Sixty-Four Rootsend Seven Hundred Four Pesos 5

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Handred Seventy-Nine Thousand Four

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing |O|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 hereonto signed this Agreement this day of 1 JUN 2020 at Antipolo City. MAK-JAMS CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Flan/Corporation KICHAEL. AN, J.R., M.D. Proprietor/Mahager/President WITNESSES

LOLITA B. DE GUZMAN

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

NOTARIAL ACKNOWLEDGMENT

Name/Entity Valid ID Presented Date Place HON, REYNALDO H. SAN JUAN, J.R., M.D. PRC No. 0086686 October 16, 2022 Manila

MICHAEL VILLARINA

TIN NO. 221-027-734

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/Construction of Drainage Canal at A. Mabini St., Brgy. Kaytoma,

g 5 Alben 2020
thisdoy of as Rizal Provincial Capitol,
/bi
ATTY MARIA CALVE RUBAYA ADAMOS
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NOTARY PUBLIC CONTAINS TO SEE 2021
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#BUL HOATTY, HP. 1955 20
PTRIKO, ISTANOTISA/PIZAL

根とくお注でお注 ROLL NO. 35 0 47 / RIZAL



### NOTICE TO PROCEED

05 June, 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 UBLADAS CONSTRUCTION CORP. that work may proceed on the Improvement / Concreting of Sapung - Malakaban Interconnecting Road, Brgy. Sapang/Malakaban, Binangonan, 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,

REYNALDO H. SAN JOAN JR., M.D. Acting Governor (T)

Lacknowledge receipt of this Notice on:

6.8-2000

≪RANCISCO G. UBIADAS

Authorized Signature:

Name of the Representative of the Bidder:

02/28/2020 # 11

# 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 ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

crganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binengonen, Rizel and herein represented by its Proprietor/President/General Manager, FRANCISCO UBLANAS of legal age, Filipine citizen, single/married, resident of Binengonen, 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. 21, S. 2019 \_\_\_\_\_ namely:

Improvement/Concreting of Sepeng-Malekeben Interconnecting Road, Brgy. Sepeng/Melakeben, Binangonen, Rizal

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

20 February 2020, 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 Five Hillion Five Hundred Forty-Four Thousand Five Hundred Sixty-Seven Feece 6 83/100 (P 5,544,567.83), Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within One Hindred (100) ealendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
  - a. SP Ordinance No. 21, s. 2019
  - b. Certificate of Availability of Funds
  - c. Scope/Programs of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - Construction Schedule
  - f. Request for Expression of Interest -
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - 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
- 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 Million Five Hundred Focty-Four Thousand Five Hundred Sixty-Seven

  Feros 5 83/100 (P 5,544,567.83 \_\_), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Six Hundred Sixty-Three Thousand Three Hundred Seventy Pesos \$ 32/100 (P1,653,370.35)

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

- Contractor nudertakes to post a warranty scounty 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 und maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change 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 a:bitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

IN WEENESS WHEREOF, the	parties have hereunto signed ipolo City	i this Agreement C	his day of
KIT UBIADAS CONSTRUCTION CORPOR	ATION RIZAL P	ROVINCIAL GO	VERNMENT
Entity/Firm/Corporation	_	220 121 122 124	
By:	By;	10 0	
FRANCISCO UBIADAS	•	WYX	
Proprietor/Manager/President	REYNAL	DO 21. SAPY JUA. Acting Govern	N, J.R., M.D. юг&
/		V	-
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LOLITA M DEKGUZMAN	MA.	. VICTORIA B. T	(EJADA
/ NOTA	ARIAL AÇKNOWLEDGM	ent	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, per	sonally appeared t	he following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H, SAN JUAN, LR., I	M.D. PRC No. 0086686 O	crober 16, 2022	Manila
FRANCISCO UBIADAS	TEN NO. 008-410-589		
all known to me and to me known to acknowledgment that the same is their fipresent.  This instrument, consisting of twritten and has been signed by the particular represent/Concreting of Sepang/Malakaban, Binangonan	free voluntary act and deed as three (3) pages including this shereto in each and every page pang-Malakaban Interes	well as the entity of page wherein this thereof, refers to the	lat they respectively acknowledgment is a Agreement for:
WITNESS MY HAND AND SE Anapolo City.  Doc No	EAL LESS 1211 2000 day of		al Provincial Capitol,
Book No	NOTARY PUBL	ic organism	2542021
Series 20 🗹		NG 20-8.	
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## NOTICE TO PROCEED

05 June, 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 Concrete Overlay and Imprv. of Drainage Canal at Nt. Dominic St., Brgy. Janusa, Binangonan, Rhal effective on the day you received this Notice to Proceed.

Upon receipt of this actice, 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,

REYNALDO H. SAN JUAN JR., M.D Acting Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

FRANCISCO G. UBIADAS

C.g. 2-20

## CONSTRUCTION AGREEMENT 12

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 ACTING GOVERNOR, HON. REVNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

KIT UBIARAS CONSTRUCTION CORPORATION a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binengonen, Rizel and herein represented by its Proprietor/President/General Manager, FRANCISCO UBIADAS of legal age, Filipine citizen, single/married, resident of Binengonen, 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 Paulalawigan Ordinance No. 21, 8, 2019 namely:
Concrete Overlay and Improvement of Drainage Canal at St. Dominic Street, Dray. Januara, Binangonan, 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 28 February 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Two Hundred Eighty-Six Thousand Eighty-Three Peace 6 21/100 (P1,286,083-21), Philippine Currency.

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

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

- a SP Ordinance No. 21, 5. 2019
- b. Certificate of Availability of Funds
- e. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- c. Construction Schodule
- f. Request for Expression of Interest 3
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Scennity
- a. 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
- 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;

One Million Two Handred Eighty-Six Thousand Eighty-Turee Peace & 21/100
(P.1, 286, 083, 21 ), Philippi
Currency, in consideration of the construction and only upon completium of the infrastructure wor
unless otherwise amond by the parties subject of this Agreement as a contract price at the time and in t

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

Contract;	L
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<ol><li>It is understood that prior to the nigring informal Aptger</li></ol>	ngaPitte Citatoraeri bei giogical the
1999/64-celer free interpret recommende of FESQS/100	
Per formence Bond	
Philippine Currency, in the form of	as a measure of gnarantee for the
faithful compliance of and compliance with his obligations	under this Agreement and all
papers/documents in support thereto and/or incorporated herewill	
Documents:	

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Foilures" 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 meansistent 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 expented in accordance with the Act and this IRR shall commin a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 1). That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract beginning referred to;
- 14. CONTRACTOR moderates 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 therein.
- 13. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitraters 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  $\{\gamma_i\}$ 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 hereanto signed this Agreement this ... day of n 1 JUN 2020 at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation

Bv:

Prancisco ubiadas Proprietor/Manager/President

REYNALDO H. S

JAN, J.R., M.D.

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

JJON, REYNALDO H. SAN JUAN, J.R., M.D., PRC No. 0086686

Ootober 16, 2022

Manita

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 acknowledgment that the same is their free voluntary not and deed as well as the entity that they respectively **DECSONE** 

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 bereof, refers to the Agreetoent for.

Concrete Overlay and Improvement of Drainage Canel at St. Dominic Street, Brgy. Jenova, Binangonan, Rizal

WITNESS MY HAND AND SEAL dis \_ Autipolo City.

Doc No. Page No. Book No.

Series 20

NOTARY PUBLICALITY RES. 31.212:

APPT, NO. 915-17

POLL POATAVASA TO SE FINANCIAT PARTATA A TAL



## NOTICE TO PROCEED

05 June, 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 2-Storey, 2-Rooms Ynares School Building at Margarito Daavit Mem. National High School, Brgy. Pila-Pila, Binangonan, Rizat effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REYNALDO H. SÀN JUÀN JR., M.I

Acting Governor i

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder FRANCISCO G. UBIADAS

4.6.7070 ...

02/28/2020 # 13

## CONSTRUCTION AGREEMENT 13

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., berein referred to as the PROVINCE; and

KIT UBIADAS CONSTRUCTION CORPORATION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizel, and herein represented by its Proprietor/President/General Manager, FRANCISCO UBIADAS, of legal age, Filipine citizen, single/macried, resident of Binangonan, Rizel, hereinafter referred to as the CONTRACTOR WINNESSEIH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, s. 2019 \_\_\_\_\_ namely:

Construction of 2-storey, 2 rooms Ymeres School Building at Margarito Duavit Namorial National High School, Brgy. Pila-Pila, Binangonan, 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 28 February 2020 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth to the bid documents, approved plans, program of works and specification is consideration of the amount of Three Million Seven Hundred Fifty-Six Thousand One Hundred Forty-Nine Pesos 4 31/100 (P 3.755, 149.31 ), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within One forcing Twolve (112 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:

- a. SP Ordinance No. 21, 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
- b. 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 this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Seven Bundred Fifty-Six Thousand One Hundred Forty-Nine

  Peros 5 31/100 (8,756,149.31 ), 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 soccified 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. One MILITON Che Hundred Tventy-Six Thousand Eight Hundred Forty-Four Pesos & 79/1(X) (P.1.126.844.79)

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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 Mannal (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 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

18

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 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. 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/arc located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_ day of 1 JUN 2020 at Antipolo City. KIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Francisco ubiadas Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON, REYNALDO H. SAN JUAN, J.R., M.D. PRO No. 0686686 October 16, 2022 Manila FRANCISCO UBIADAS TIN 30. 008-410-689

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

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

Construction of 2-storey, 2 rooms Ynerge School Mulding at Mangarito Duavit

Memoriel National High School, Brgy.	Pila-Pile, Binang	onan, Rizal
WITNESS MY HAND AND SEAL this	0 5 Jun 2000	, at Rizal Provincial Capitol
Antipolo City.  Doc No. 3/ Page No. 7	a Planta A	TERUBAMA AMAKUS
Book No. 7 Series 20 3	APPROPRIES	<b>多数 2021</b>
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	IBP LOW THIS NO.	en ala, on any trizati



### NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Goto:

The attached Contract Agreement having been approved, notice is hereby given to A.M. GOTO CONSTRUCTION—that work may proceed on the Improvement / Rehababilitation of Wharf, Brgy. Binitagan, Binangonan, Rical effective on the day you received this Notice to Proceed.

Upon receipt of this natice, 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,

REYNALDO H. SAN JUAN JR., M.D.

I acknowledge receipt of this Notice on:

C-85-

Authorized Signature:

Name of the Representative of the Bidder:

02/28/2020 я 14

## CONSTRUCTION AGREEMENT [4]

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

•
The PROVINCIAL COVERNMENT 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 ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., 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 become represented by its
Proprietor/President/General Manager, artist M. Goto , of legal age, Filipino
Proprietor/President/General Manager, artist M. Goto of legal age, Filipino citizen, single/married, resident of Single/married, hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Paolalawigan Ordinance No. 21 8. 2019 namely:
•
•••
Improvement/Rehabilitation of Wharf, Bry, Hightegan, Linangonan, Pizel
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 lastFebruary 28, 2020 , 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
consideration of the amount of Cne Million Six Hundred Sifty Five Thousand Your Sundred Three Pesos and 95/100 (P 1, 55, 57, 95) 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
Lighty (80) calendar days, in accordance with the provisions of the Bid
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents
which are integrated berewith and incorporated herein by way of reference, namely:
which are integrated nerewith and incorporated nerest by way or reference, minuty.
a. SP Ordinance No. 21, 8. 0019
b, Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
Transfering a 1999 that of control of the control o
<u>-</u>
e, Construction Schodule
<u>-</u>

É

h, Bid Security

i. Addenda and Supplemental Bulletins

bidder/s two (2) bidding envelopes

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 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 Dix Sundred Fifty Five Thousand Four Handred Three Fesos and 95/100 (P 1,655,403,95), Philippine

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and succified 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 Front Hundred History Six Thousand 18/100

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

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

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

- 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;
- Ş
- II. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR underskes 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 slamped 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>~</u>

XXXXX

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 [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. 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 \_\_\_\_\_\_ day of \_\_\_\_\_\_ at Antipolo City RIZAL PROVINCIAL GOVERNMENT .... Gato Construction Entity/Firm/Corporation Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

## NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Date Valid ID Presented Place

RON, REYNALDO H. SAN JUAN, J.R., M.D. PRC No. 0086086 October (6, 2022) Manila

Armel W. Goto TIN 237-410-542

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 dood as well as the entity that they respectively prosent.

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

Improvement/Schabilitation of Wharf, Srgy. Binitagen, Binangenan, Rizal

WITNESS MY HAND AND SEAL Obs Antipole City.

გაJມN 2<u>32</u>8

ATTY, MARINGAL VE BERRY COMO NOTARY PURIOTARY PUBLIC 31-2021

APPT HG. 120 HWZ POLL HDATTY, NO. 55420

PTR KO, ISTANOTS MPICAL REPLIEDING ROOM HAND HARRIES



### NOTICE TO PROCEED

05 June, 2020

MR. DANILO C. MAGNO TRANÇOM ENGINEERING CONSTRUCTION Taytay, Rizal

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Karangalan Elem.School, 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,

REYNALDO H. SAN JUAN JR., M.D. Acting Governor (\* (\*)

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

# CONSTRUCTION AGREEMENT 15

## 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., berein referred to as the PROVINCE; and

	PROVINCE; and
ベング	Tryncon Engineering Construction a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Taytay, Pizal , and herein represented by its Proprietor/President/General Manager, Onnilo Nagro , of legal age, Filipino citizen, single/married, resident of Taytay, Fizal , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
C	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, a. 2019
	Construction/Provision of Mash Facilities ( Mater, Senitation & Sygiene) at Marangalum when, School, Bray, Sen Holdro, Gainta, 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
	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 <u>Sixty Four</u> (64) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely
W W	a. SP Ordinance No21, e2019 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 Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
- <b>-</b>	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 <u>Light Sundred Twenty Thousand Nine Hundred Thirty Nine Posos and 48/100</u>

(P 820,939.46), 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 perced upon by the Contractor.

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Sundred Forty Six Thousand Two Sundred Eighty Cree Fesos and 84/100 (P 24.6, 284, 84 )

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents,
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and 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 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  $|\chi|$ 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. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil fiability 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 WITCHESS WHEREOF, the parties have becomes signed this Agreement this \_ \_\_ \_ day of \_\_\_\_\_ day of \_\_\_\_\_ at Antipolo City.

Trancom Ungineering Construction Entity/Firm/Corporation

REZAL PROVINCIAL GOVERNMENT

AN, J.R., M.D.

WITNESSES

LOLITA B. DE GUZMAN

## NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, REYNALDO H. SAN JUAN, J.R., M.D., PRC No. 0086686.

October 16, 2022

Manila

Dunilo Magno

TIN 130-861-254

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

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 Mash Fecilities ( Mater, Sanitation & Hygiene) at Karangalan Sles. School, Prgy. San Isidro. Cainta, Misal 0 5 Jun 200

WITNESS MY HAND AND SEAU dos \_\_\_

day of \_\_

Autipolo City.

Doc No

Page No. Book No.

Series 20

ATTY MARIA ON VERUSAVA ADAMOS

NOTARY PISSEY WAR PROBABA 2021

APP T. H.A. M. S. S. S. J.

ROLL HO ATTY: NO. 55520

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## NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Manlapit:

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

L. EUSEBIO ACE DEVELOPMENT CORP.—that work may proceed on the

Const'n.of Stone Musonry for Stope Protection (partion) of Creek at Purok 1,Brgy.Bayugo, Jalajala,Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REYNALDO H. SAN JUAN JR., M.D. Acting Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

JUAN PAOLO MESTEL E. MANLAPIT

## CONSTRUCTION AGREEMENT 16

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between;

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

Le Eusebio Ace Development Corporation , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasig City and herein represented by its Proprietor/President/General Manager, Juan Poulo Mignel F. Henlepi; of legal age, Filipino citizen, single/married, resident of Pasig City , hereinafter referred to as the CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 8- 2519 namely:

Construction of Stone Masonry for Slope Protection (portion) of Creek at Furok 1, Brgy Bayugo, Jalajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Rid in a public hidding held last <u>February 28,2020</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth to the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Four Million Three Hundred Twenty Two Thousand Six Eurotred Thirteen Peson and 35/100 (P 4,322,613.33 )</u>, Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within sighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 21, 8, 2019
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications.
  - c. Construction Schedule
  - f. Request for Expression of Interest -
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - b. Bid Security
  - 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
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

  Four Million Torse Fundamed Twenty Two Thomsand Six Sundamed Thirteen Peace
  and 53/100 (P 4,322,513.33 ). Philippine Correctly, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner oreseribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

el,

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to for 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 Cne Lillion Two fundred Ninety Six Thomsand
  Seven ilundred Dighty Four Pesos (P1,296,784,00)

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

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

Without projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR tiable for civil tiability 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 sait out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

	F, the parties have hereunto signo I Antipolo City.	d this Agreement thi	is day of
L. Basekio Acc Development Entity/Firm/Corporation	t Corp. RIZAL I	PROVINCIAL GOV	ERNMENT
By:	- By:	(lxx	
Julia Paulo kit guel F. Ko Progrietor/Manager/President	mlapit REYNAI	DO H. SAM TUAN Acting Governo	
	WITNESSES		
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LOLITA'B. DE QUZM	AN MA	. VICTORAD. TI	EJADA
( s	OTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPING ANTEPOLO CITY )	ES) S.S.	•	
BEFORE ME, a Notary P	ublic for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H, SAN JUAN, I	J.R., M.D. PRC No. 0086686 Q	ouber 16, 2022	Manila
Auan Paulo Kiguel Kanlapi	t <u>TIN ~ 000~159-91</u> 7		
all known to me and to me know acknowledgment that the same is th present.			
This instrument, consisting written and has been signed by the p	of three (3) pages including this series licreto in each and every page		
Construction of State at Purok 1, Brzy. 1	one Maso <b>nry</b> for Slope Fro B <b>ayugo, Jalajala, Rizal</b>		n) of Creek
WITNESS MY HAND AN	O SHAL thisday of	8 JUN ŽUŽU at Rizal	Provincial Capitol,
Astupolo City.		$\sim$	
Doc No	ATTY, MERIA	SALVE RUSTIA	PRAMOS
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	₽0! <i>L</i> .)	15 ACTU 119, 52	(\$70)

PTR NO. 13730073A/F/CAL IRA I (CET IDE ROLL NO. 35 157/8/CAL



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Manlapit;

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Constn. of Stone Maxonry for Stope Protection(portion) of Creek at Purok 5, Brgy. Bayugo, Jalajala, 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,

Acting Governor ঐ

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: JUAN PAOKO MIGUEL E. MANLAPIT

## CONSTRUCTION AGREEMENT 17

### 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 5, 2019 namely:

Construction of Stone Masonry for Slope Protection (portion) of Creck at Purck 5, Ergy. Boyugo, Jakisla, Rival

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 Rid in a public bidding held last Sebruary 28, 2020, has accepted and binds itself to ordertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Rine Sundred Thirty Two Thousand Four Mandred Seventy Pesos and 32/100 (P \*\*, 772, \*72 \*). Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within <u>Ninety</u> (<u>90</u>) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
  - a. SP Ordinance No. 21, 5, 2019
  - b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest ...
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - b. Bid Scennity
  - i. Addenda and Supplemental Bulletius
  - 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
- 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 Pour 15) From Rine Hundred Thirty Two Thousand Four Kundred Seventy Fesos (P 1, 375, 270, 52), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner presented by the Contract and specified in the Bid and as agreed upon by the Contractor:

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Cone Scaling Four Hundred Seventy Rine. Thousand Seventy Rine Thousand Forty Cone Pesos and 10/100 (P. 2,479,741.40)

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

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

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

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

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

Without prejudice to administrative 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 entire consist of liquidated damages. and restaution 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 hereutto signed this Agreement this \_\_\_\_ day of ft 5 INN 2020 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Ensobio ico Devalopment Corp. Entity/Firm/Corporation By: By: ismpl F. Menlapit coprietor/Maylages/President Acting ( WITNESSES UZMAN 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 October 16, 2022 HON, REYNAUDO H, SAN HJAN, J.R., M.D., PRC No. 0086686 Manila Jour Pulo Miguel Manlapit TDI .- 000-159-917 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the spine is their free voluntary net 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 Stone Masonry for Slope Protection (portion) of Creek at Purck 5, Brzy. Bayugo, Jalajela, Rizal

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_ day of \$\frac{1}{10} \text{N} \frac{2020}{20} Rical Provincial Capitol, Antipolo City . ATTY, NGRIA SALVE ROSMA MAMOS Dec No. Page No. NOTARY PUBLIC UNDERLOGISTE 2021

Back No. Series 20 APPT NO. 20 - 60 POLL ROATTY, NO. 55500

F 18 (a), 15750073 (コピゴ)生 TRA LIFETINE ROLL NO. 35 - 12/10/2004



## NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Billog:

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

Construction of Ynares Stage at Punta Elem School, Brgy. Punta, Jaiajala, 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,

REYNALDO IL SAN JUAN JR., M.D

Acting Governor 8

Lacknowledge receipt of this Notice on:

6.8-2020

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

# CONSTRUCTION AGREEMENT 18

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

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;

\*

- 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 Rundred Ninety Six Thousand Nine Rundred Sixty Seven Peson and 27/100

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

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

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

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

K

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

Œ.S ¢vilders RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Corold Komi SJ Silog Proprietor/Manager/President WITNESSES

LOLITA B. DE GUZMAN

## NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Place Valid ID Presented Date Name/Entity RON, REYNALDO H. SAN JUAN, J.R., M.D. PRC No. 0086686 October 16, 2022 Manila TIN 195-519-383 Gerald Konn SJ Bilog -

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 bereof, refers to the Agreement for:

Construction of Vaccom Storm at Dunta (len. School, Brow. Punta

folajolo, Sizal	Re Panea Diemp comoni	mgjs rancos
	д 5 Лин 2000	
WITNESS MY HAND AND SEAL this Antipolo City  Doe No	NOTARY PUBLIC NOTARY PUBLIC APPT, N	at Rizal Provincial Capitol  John M. Albania S  United Ref. 31, 2021
	N P78 89, 1876	47, 80, 55 <b>530</b>



## NOTICE TO PROCEED

05 June, 2020

MR. JOMMEL G. SANTIAGO CAMORI BUILDERS AND SUPPLY Morong, Rizal

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to 
CAMORI BUILDERS AND SUPPLY—that work may proceed on the 
Repair/Repainting of Sch. Bidg. at Pagkalinewan Elem. School, Brgy. Pagkalinewan, Jalajala, Ritat 
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 Rezal.

Very truly yours,

reynaldo h. san'juan jr., m.d

Acting Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: 1

JOMMEH G. SANTIAGO

# CONSTRUCTION AGREEMENT | 9

## 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 scat of government at the Rizal Provincial Capitot, Circumferential Road corner P. Oliveres St., Brgy. San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON, REYNALDO H, SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

Camori Duilders and Supply , a sole proprietors organized and existing under the laws of the Republic of the Philippines, wand office address at Morang, Rital and be and the Republic of the Philippines, was and office address at Morang, Rital and be a sole proprietors.	with principal place of business erem represented by its
Proprietor/President/General Manager, Journel Santiago eitizen, single/married, resident of Morong, Rizal hereit CONTRACTOR, WITNESSETH, That,	of legal age, Filipino natter referred to as the
WHEREAS, the PROVINCE declares that certain infrastructure w pursuant of the Sangguniang Panlalawigan Ordinacce No. 21, 3, 2019	vorks should be constructed in
Repsir/Repainting of School Building at Pagkalinav Pagkalinavan, Jalujala, Rizel	ven lem. School, Brgy.

WHEREAS, the CONTRACTOR, warrawting 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 February 28, 2020 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Seven Standard Sixty Four Passes and 07/100 (P 2,781, 104,07), 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 <u>Firety Six</u> (96) calendar days, is accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 21, s. 2019
- b. Certificate of Availability of Funds
- c Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest --
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. 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
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

  Two Million Seven Bundred Lighty Cas Taousand Cae Eundred Sixty Four Fesos

  and 07/100 (P 247811134.07), Philippine

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS\_Sight Rundred Phirty Four Thousand Three Educated Forty Nine Pages \$, 22/400 (P. 834, 349, 22)

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all 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 Foilures" 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 camulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

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

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

works is/are located.			
IN WITNESS WHEREON 2020 a	F, the parties have hereunto signo Antipolo City.	d this Agreement (	his day of
Camori Suilders and Supp Emity/Firm/Corporation	<u>Ly</u> RIZAL	PROVINCIAL GO	VERNMENT
Endry/Paris Corporation		_	
By:	By:	Ymx	
Joseph Sentiage  Proprietor/Manager/President	_ REYNA	LDO H. SÂN JĤÀ Acting Goyayn	N, J.R., M.D.
· ' /		- 0	
1942	WITNESSES	8	
LOLITA Ø. DE GUZM	IAN MA	L VICT <b>©Fê</b> A B. T	FJADA
	OTARIAL ACKNOWLEDGE	IENT	
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY )	ES) S.S.		
BEFORE ME, a Notary P	ublic for and in Antipolo City, pe	rsonally appeared ti	ac following
Name/Entity	Valid ID Presented	flato	Place
HON, REYNALDO H, SAN JUAN,	J.R., M.D. PRC No. 0086686 C	otober 16, 2022	Manifa
Journal Santiago	VIN 212-862-431		
all known to me and to me know acknowledgment that the some is the present.			
This instrument, consisting written and has been signed by the p	g of three (3) pages including this parties hereto in each and every pag	page wherein this page beroof, refers to the	acknowledgment is a Agreement for:
Pepair/Repainting o	f School Building at Page	alimawan Elema	School, Brgy.
	ე 5 პსო 2ეეც		
WITNESS MY HAND AN Anapolo City.		at Rizz	al Provincial Capitol,
Doc No 29	5 57 4 F	March 1	BAYA ADAN IN
Page No. Beak No.	NOTAK	/ ( <sup>Б</sup> ійій <b>құ</b> ууқ	BDAC 71,7375
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# NOTICE TO PROCEED

05 June, 2020

VENERANDO N. GUIYANGCO JR. GUIYANGCO CONSTRUCTION AND SUPPLY Morong, Rizal

Dear Mr. Guiyangco:

The attached Contract Agreement having been approved, notice is bereby given to GUIYANGCO CONSTRUCTION AND SUPPLY—that work may proceed on the Improvement / Concreting of N. Venodas Street, Sitio Lahac, Brgs. San Guilletma, 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,

REYNALDO H. SAN JUAN JR., M.D

Acting Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder. VENERANDO

# CONSTRUCTION AGREEMENT 76

# 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., berein referred to as the PROVINCE; and

Guiyangeo Construction and Supply	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republicand office address at Morong, Rizal Proprietor/President/General Manager, Venerand Contractor, single/married, resident of Contractor, WIINESSETH, That	and herein represented by its to lie Gulyangeo, Jr., of legal age, Filipino
pursuant of the Sangguniang Panlalawigan Ordinance	certain infrastructure works should be constructed in Nonamely:namely:
Suillermo, Korong, Direl	tong proceed aretto reprod with your

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

- 1. The whole works subject master of this Agreement shall be completed within Jeventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 21, r. 2019
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding envelopes
  - 6 Rid 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
- 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 Five Hundred Four Thousand Thirty Sight Feeos and 75/100

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 20
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>pour Survived Fifty One Photogond Two Sundred Leven Boson and 62/100</u>

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

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

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

Jurisdiction over civil 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. WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_ at Antipolo City. Suiyangeo Construction and Supply RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Venerando i. Guiyangoo, Jr. Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Name/Entity Date HON, REYNALDO H, SAN JUAN, J.R., M.D. PRC No. 0086686 October 16, 2022 Manilo <u>Venerando R. Guiyangoo , Jr. .TIN - 109-985-333</u> all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively présent. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto to each and every page hereof, refers to the Agreement for: Improvement/Concreting of N. Venudae Street, Sitio Labae, Brgy. Sen Guillergo, Morong, Rizal

0 5 Jun 2020

NOTARY PERCY MORARYPHORUS, 2021

MFT. HA LONGY

POLL #0/#TY:160, EYS 20 PTRR0.187 <007.3A/RIZAL IRP EIFOTHIG RULL IN 15 0 47/RIZOL

at Rizal Provincial Capitol,

WITNESS MY HAND AND SEAL this \_

Antipolo City.

Dox No.

Page No Book No.

Series 20 🗀 🗀



## NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONSTRUCTION—that work may proceed on the Construction of 2-Storey, 2-Rooms Ynares School Building at at Tomas Claudio Mem. Elem. School, Brgy. San Juan, Morong, 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,

REYNALDO H. SAN JEAN JR., M.D.
Acting Governor —

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN G. FRANCISCO

# CONSTRUCTION AGREEMENT 21

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road comer P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, 3R., M.D., herein referred to as the PROVINCE; and

"COF Loterprises and Construct	<u>1ces</u> , a sole <sub>i</sub>	proprietorship/p	rivate corporati	ioo, duly
organized and existing under the laws of t	he Republic of the Phil	ippines, with pr	incipal place of	business
and office address at Torons,		and herein	represented	by its
Proprietor/President/General Manager,	Edwin Francisco	,	of legal age,	Filipino
citizen, single/married, resident of	Tereca, 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. PSB Res. No.6, 8, 2019 namely:

Construction of 2 storey, 2 round Trares School Bldg. et Temes Claudie Lem. Jem. School, Brgy. San Juan, Morong, 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. February 28, 2020, 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 Three Hillian Sight Rundred Sixty Two Thousand Five Lindwed Fifty Two Peans and 38/400 (P. 2,362,352,38), 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 <a href="mailto:cne.negative-en-like-146">Cne.negative-en-like-146</a>) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/telated documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a SP Ordinance No. \_ ROSB Res. No. 6, e. 2019
  - b, Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest .
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Sccurity
  - 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
- In consideration of the payment to be made by the PROVENCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Three Eillion Eight Sundred Sixty Two Thousand Five Hundred Fifty Two Pesas and 58/100 (P 3,862,592.38), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

\$ \$

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Cne Killion Cne Rundred Fifty Eight Thomsand Joven Hundred Sixty Five Fence and 71/100 (P 1,158,765,71).)

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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. 9)84 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 under akes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 2! 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 sanctious 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.

Invisdiction over civil cases or sort out of the implementation of this Agreement, shall belong to

the appropriate court of the city/m works is/are located.	anicipality of the Province of		
	, the parties have hereunto s Antipolo City.	signed this Agreement t	his day of
LGF Enterprises and Const	truftion RIZ	AL PROVINCIAL GO	VERNMENT
By:dwin_Francisco Proprietor/Manager/President	By:	NALDO H. SAN IN Acting Gold	N, J.R., M.D.
1901	WITNESSES	<i>~</i>	
LOLITAIR, DE GUZM.	AN OTARIAL ACKNOWLEI	MA. VICTORIA B. 1 DOMENT	rejada
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY ) S	2S) 3.S.	•	
BEFORE ME, a Notary Pu	iblic for and in Antipolo City	, personally appeared t	he following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H. SAN IJAN, J	R., M.D. PRC No. 0086686	October 16, 2022	Manda
Edvin Francisco	TIN <u>133-1(9-386</u>		
all known to me and to me known acknowledgment that the same is the present.			
This inspranced, consisting written and has been signed by the pa	of three (3) pages including arties hereto in each and every		
Gonstruction of 2 s Men. Dlem. School, prgy.	torey, 2 rooms Yeared Sen Juan, Morong, Riz		at Tomas Claudio
WITNESS MY HAND AND Antipolo City.	SEAL dus	700 at Riza	al Provincial Capitol,
Doc No	ATTY, MAR	LASAL VE RUBAY	A PREMIC
Book No. 129	NOTARY	Public Datalan	BLIC 2321

APPT, No. 1997 ROLL HOSTLY, NO. 25536

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## NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Constn of Stone Masonry for Stope Protection(portion)of Pittila River, Sitio Libid, Brgy. Hulo, Pililla Rival effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Acting Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: JEAN PAOLO MERUEL E. MANLAPIT

# CONSTRUCTION AGREEMENT $2\pi$

#### 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 ACTING GOVERNOR, HON. REVNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

Ly Dusebio ice Bevelopment Comporation \_\_\_\_\_ 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 \_\_\_\_\_\_ Besig City \_\_\_\_\_\_ and herein represented by its Proprietor/President/General Manager, Juan wayle Managel, Managel, of legal age, Filipino citizen, single/married, resident of Pasig City \_\_\_\_\_\_, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguriang Pantalawigan Ordinance No. 21, 5, 2019 namely:

Construction of Stone Masoury for Slove Protection (portion) of Fililla Siver, Sitio Libid, Brgy. Mulo, Fililla, 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 February 28, 2020 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 Four Bundred Eventy Three Thousand

Sine Sundred Tweety Six Feens and 38/100 (P. 2 123, 925, 38), Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within Cne Fundred Sighty (180) calendar days, in accordance with the provisious 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.21, 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 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 fatter 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 Seven Mixion Four Sundred Twenty Three Thousand Nine Sundred Twenty Six Pesos 2nd 38/100 (P 7,423,926.58). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract:
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Nallion Two Hundred Twenty Seven Thousand One Hundred Seventy Seven Pesos and 91/400 (PR.227,177.91)

  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 PROVINCS;
- 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 scalth 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 therein.
- 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 corepetence 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 prejudence, however to any mutual agreement of the parties hereto to agree in writing  $\mathcal{W}$  to resort to other alternative modes of disputes resolution.

Without prejudice to administrative 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 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.

IN WITNESS WHEREOF, the p		gned this Agreement thi	is day of
L. Unsebioce Development Com Entity/Firm/Corporation	P• RIZ/	AL PROVINCIAL GOV	ERNMENT
By: Juon Paulo Name F. Maniapit	By. Reyn	[[]]	, J.R., M.D.
Proprietor/Manager/President	WITNESSES	Acting Confestate	( <b>C</b>
LOLITA/8, DE GÜZMAN		MA. VICTORIA BETI	LJADA
₹ NOTAR	HAL ACKNOWLED	SMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Public fo	r and in Antipolo City,	personally appeared the	following
Name/Entity	Valid J.D Presented	Date	Place
HON, REYNAUDO H. SAN JUAN, J.R., M.	D. PRC No. 0086686	October 16, 2022	Manila
Juon Faulo Miguel Kanlepat	rin <u>- 000-159-91</u> 7		
all known to me and to me known to be acknowledgment that the same is their free present.			
This instrument, consisting of the written and has been signed by the parties h			
Construction of Stone Mar River, Sitio Tibid, Brgy. Hulo.		rotection (portion	) of Pililla
WITNESS MY HAND AND SEAL Artipolo City.  Doc No	ATTY, MARIL NOTARY P AR ROLL	A SALVE CONTACTOR ASSESSMENT OF THE PROPERTY O	A0AM0 S 1474-3921

ire in Find Holl by 15 . 47/19/201



#### NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Construction of Stone Masonry for Stope Protection (portion) of of Matagbak Creek, Sitio Matagbak, Brgy, Ragumbayan, Pilitla, Ritaleffective 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,

Acting Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: (JUAN PAOLO STIGUEL E. MANLAPIT

# CONSTRUCTION AGREEMENT 23

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between;

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

L. Eusebio ace Development Corporation , a sole proprietorship/private corporation, duty organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pacig City and herein represented by its Proprietor/President/General Manager, Juan Faulo Figuel F. Hanlapit of legal age, Filipino citizen, single/married, resident of Pasig Sity , 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. 21, 5, 2019 \_\_\_\_\_\_\_namely:

Construction of Stone Masonry for Slope Protection (portion) of Matagork Greek, Sitio Matagork, Brgy. Bagumbayan, Pililla, Mizal

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 February 28, 2020, 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 Five Million Four Hundred Forty Five Thousand Eight Bundred Thirty Eight Peace and 40/100 (P. 5,445,838,40), 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 <a href="Minety Two">Minety Two</a> ( g> ) calcudar 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. \_\_\_21, 6, 2019
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest 3
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - ls. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Crodit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hareby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Pive Nation Four Hundred Forty Five Thousand Fight Hundred Thirty Fight

  Pesos and 40/100 (P 5 hts 838 ht) ). 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 spreed upon by the Contractor.

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 173.
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS

  Seven Aundred Fifty One Peeos and 52/100

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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 suicify observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 2.3 to resort to other alternative modes of disputes resolution.

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

works is/are located.			projest er
PA WITNESS WHEREOF, the parties I U 5 JUN 2020 at Antipolo Cit	have bereunto signed y.	this Agreement this _	<b>d</b> ay of
L. Eusabio Ace Development Corporat: Entity/Firm/Corporation	ion RIZAL P	ROVINCIAL GOVER	INMENT
Ву.	Ву.		
Juan Paulo Riguel F. Manlapit Proprietor Hanager/President	REYNAL	DO H. SAN JUAN, J Acting Governor &	•
(a) W	/ITNESSES		
1845			
LOLITA/B. DE GUZMAN	MA.	VICTORIA B. TEJA	<b>ADA</b>
l NOTARIAL A	ACKNOWLEDGMI	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S			
BEFORE ME, a Notary Public for and i	o Antipolo City, pers	onally appeared the fo	llowing
Name/Entity Valid	d ID Presented	Date	Place
HON, REYNALDO H, SAN JGAN, J.R., M.D., PRO	C No. 0086686 — Qo	tober 16, 2022	Manila
Juan Paulo Miguel Manlapit TIN -	- 000 - 159-917		
all known to no and to me known to be the s acknowledgment that the same is their free volum present.			
This instrument, consisting of three (3) written and has been signed by the parties berelo is			
genstruction of Stone Masonry	for Slope Prote	etion (portion) c	f Mataghak

Creek, Sitio Matagbak, Brgy, Bagumbayon, Pililla, Rizal

WITNESS MY HAND AND SEAL dois \_\_\_\_\_day of 0 8 JUN 2020

WITY PARIA SALVE RUSA

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Antipole City

Doc No.

Page No.; Book No.; Series 20;



#### NOTICE TO PROCEED

05 June, 2020

MS. MARIA VICTORIA II. 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 Const. of 15x18m Ynares Multi-Purpose Covered Court (Rafter Type) at East Meridian Residences, Phase 1, 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,

reynaldo h. san julan jr., m.d

Acting Governor

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder: MARIA VICTORIA H. SAGUN

# 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

nganized and existing under the laws of the Republic of the Philippines, with principal place of husiness and office address at <u>hodriguer</u>, Pivel and herein represented by its Proprietor/President/General Manager, <u>No. Victoria Sagun</u> of legal age, Filipino citizen, single/married, resident of <u>nodriguez</u>, kizel, hereinafter referred to as the CONTRACTOR WITNESSEIH, That,

Const. of 15x18x Insree Bultipurpose Covered Court (Rafter Type) at Cost Meridian Residences, Phase 1, Brgy. San Isidro, Rodrigues, Rical

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

- 1 The whole works subject matter of this Agreement shall be completed within <a href="mailto:cne-limidred"><u>Cne-limidred</u></a> (100) calendar days, in accordance with the provisionsof 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. 21, 4, 2019
  - b. Cortificate 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 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 this Agreement in conformity with the province of the Contract;

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

Two Million Six Bundred Twenty Three Thousand Five Hundred Twenty Five Penos

ond 27/100 (P 2 627 525 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 Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract, 944

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Sundred - fighty Seven Thousand 14 ety Seven Pescs and 58/100

(P.*782*.057.58. Philippine Currency, in the form of <u>Ferformance Bond</u> as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained. by them or any third party, 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. hin the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR analogiakes 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 Sowever, 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  $\mathcal{I}\mathcal{G}$ 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 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			
N VITNESS VATEREOF, the	parties have hereunto si ipolo City.	gred this Agreement this	day of
Dismond Blossed Construction Entity/Finh Comporation	RIZ.	al provincial Govi	ERMMENT
Proprietor/Manager/President	By:	NALDO H. SAN JISAN Acting Governor	J.R., M.D.
4	UPPNIPCCPC		•
$\langle n \rangle$	WITNESSES		
LOLITA'B OF GUZMAN		MA. VICTORYAJB. TE	JADA
/ NOTA	ARIAL ACKNOWLED	GMENT	
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, REYNALDO H, SAN JUAN, J.R., I	M.D. PRC No. 0086686	Qctober 16, 2022	Manita
Ea. Victoria B. Sagum	TIN 193-083-270		
all known to use and to use known to acknowledgment that the same is their fipresent.			
This instrument, consisting of the written and has been signed by the particular transfer of the parti			
Construction of 15x18 m at last Meridien Residen	Theres Hultipurpo des, Fhase 1, Brgy	se Covered Court (i . San Isidre, Rodri	Mafter Type) guer, Ricel
WITNESS MY HAND AND SE	AL this	at Pagal I	Provincial Capital.
Antipolo City.		-m1 l	
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# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

05 June, 2020

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

Dear Ms. Nocon;

The attached Contract Agreement having been approved, notice is hereby given to SAN RAFAEL BUILDERS—that work may proceed on the Construction of 15x2/im Ynares Multi-Purpose Covered Court (Rafter Type) at East Bellevue Residences Phase 1, 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,

REYNALDO B. SAN JUAN JR., M.D

Acting Governor 4

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

02/28/2020 # 25

# CONSTRUCTION AGREEMENT 25

## KNOW ALL MEN BY THESE PRESENTS:

citizen, single/matried, resident of CONTRACTOR, WITNESSETH, That,

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 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., berein referred to as the PROVINCE; and , a sole proprietorship/private corporation, duly San Parael Builders organized and existing under the laws of the Republic of the Philippines, with principal place of business and herein represented by its and office address at Rodriguez, Rizel Marie Loida C. Nocon \*\*Revie Loida C. Nocon \_\_\_\_\_, of legal age, Filipino \_\_\_\_\_\_\_\_ Fizel \_\_\_\_\_\_, beginning referred to as the Proprietor/President/General Manager,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggardiang Panlalawigan Ordinance No. Ord. 21, 5, 2019 namely

Construction of 15x24x Yeares Nultipuryose Covered Court (Rafter type) at East Bellevue Recidence Phase I, Brgy. San Teidro, Fodrigues, 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 \_\_\_\_\_\_ February 20, 2020 \_\_\_, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Two Rendred Seventy Seven Thomsand

Pour Hundred Fifty One Season 2012/100 (P 3,277,451-12), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within one Bundred Forty Five ( 745 ) calendar days, in accordance with the previsions of the Bid Documents, Approved Plans, Program of Works and Specifications and supportung/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - 21. 8. 2019 SP Ordinanc≠ No. ;
  - b Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedute.
  - 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. Addeada and Supplemental Bulletins
  - i. 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
- In consideration of the payment to be made by the PROVENCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Three Million Two Hundred Seventy Seven Thousand Four Sundred Fifty (ne Feace Person Programme). (P 3,277,451.12 ), Philippine and 12<u>/100</u> Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Sign Rundred Eighty Three Thousand Two Rundred Thirty Fire Pesos and 35/400 (P. 983,235,34).

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the 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;
- II That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract 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. \$76, 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

J. J.

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing  $2\! imes$ 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.

B   JUN_2029 at Anti		Ruco tus Afacement	.nis <u> </u>
San Wafael Builders	_ RIZ	AL PROVINCIAL GO	VERNMENT
Entity/Firm/Corporation			
Raria Loide C. Nocean Proprietor/Manager/President	By:	NALDO EL SANJAJA Acting Godgi	IN, J.R., M.D.
/ ,	WITNESSES	· ·	
LOLITA E DE GUZMAN		MA. VICTORÍA B. 3	TEJADA
NOTA	RIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (S.S.			
BEFORE ME, a Notary Public !	for and in Antipolo City,	personally appeared t	he following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H, SAN JUAN, J.R., W	(,D. PRC No. 0086686	October 16, 2022	Manila
Maria Loida C. Nocon	TIN 910-996-316		
all known to me and to me known to acknowledgment that the same is their frepresent.	be the same person/s with the voluntary act and deco	he executed the foregon as well as the entity the	oing instrument and hat they respectively
This instrument, consisting of the written and has been signed by the parties	area (3) pages including hereto in each and every	this page wherein this page beroof, refers to the	acknowledgment is to Agreement for:
Comparation of 15x24c at East Bellevue Residences	a Ymares Kultipurpo Phose I. Brzy. San § 5 JUN 20	6 Teruto* voorien	421 W
WITNESS MY HAND AND SEA Antipole City	AL thisday of	, at Riz	al Provincial Capitol,
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Page No.	. N	<b>07/6</b> 0/1995/36	
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PTRADESTRUCTURE IBP LIFETHIE ROLL NJ. 350 4777712AL



#### NOTICE TO PROCEED

05 June, 2020.

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

Dear Mr. Bilog:

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

Construction of Ynares Stage, Improvement of Ynares Multi-Purpose Covered Court

Eustwurd Residences Phase 7-7A, Brgv. San Isidro, Rodriguet, 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,

reynaldo h. san [v]an Jr., m.d

Acting Governor

I acknowledge receipt of this Notice on:

68 2000

Authorized Signature:

Name of the Representative of the Bidder.

GERALD KENN SJ. BILOG

# CONSTRUCTION AGREEMENT 16

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliveres St., Brgy. San Roque, Antipolo City, represented in this act by
its ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the
PROVINCE; and
AB builders , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at Norong, Rizal , and herein represented by its
Proprietor/President/General Manager, Gorald Fenn 5J. 2110g, of legal age, Filipino
citizen, single/married, resident of Korona, Rizal , hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No. 021, 8, 2019 namely:
•
Construction of Ynames Stage, Improvement of Ynames Multipurpose Covered
Court at Eastwood Residences Phase 7-71, Brgy. San Isidro, Rodrigues, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
Bid in a public bidding held last February 28, 2020 has accepted and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the bid documents, approved plans, program of works and specification in
consideration of the amount of the Million Two Rundred Sixty Seven Thousand Seven
Eundred Seventy Hine Peace and 44/300 (P 1,267,779.44 ), 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
cinty light (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 herewith and incorporated herein by way of reference, namely.
2440
a. SP Ordinance No. 021 <u>5. 2019</u>
b. Cortificate 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

/

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;

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

j Notice of Award of Contract and the Contractor's Conformitythereto

i. Addenda and Supplemental Bulletins

Rules and Regulations implementing R.A. No. 9184

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Che N. 11 ion Two Europed Staty Seven Thousand Seven Hundred Seventy Nine Pesos and 44/400 (P. 1,267,279,44), Philippine Corrency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Eighty Thomand Three Hundred Three Papers and 83/400

  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 consulative 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;
- 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



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 26 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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 WIÆREOF, ibe	parties have herennto sig polo City.	gned this Agreement th	nisday af
GUB Builders	_ RIZA	IL PROVINCIAL GO	VERIMENT
Entity/Firm/Corporation			
By:	By: REYY	JAN DO H BAN VIIA	N, J.R., M.D.
Gerold Rénn Bilog	AL. II	Actinggiovera	
Proprietor/Manager/Prysident		Acut G Bovers	w.O
/821	WITNESSES	_/	
LOLITADE DE GUZMAN	i	MA, VICTORILA B. 1	EJADA
NOTA	RIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.		·	
BEFORE ME, a Notary Public	for and in Antipolo City,	personally appeared th	ne following
Name/Entity	Valid ID Presented	Date	Plaço
HON, REYNALDO H. SAN JUAN, J.R., N	A.D. PRC No. 0086686	October 16, 2022	Manila
Cerald Nemn Bilog	TIN 196-519-323	<del></del>	
all known to me and to me known to acknowledgment that the same is their for present.	be the same person/s will see voluntary act and deed	he exceuted the foregon las well as the cotity of	oing instrument and not they respectively
This instrument, consisting of the written and has been signed by the parties	leee (3) pages including hereto in each and every	this page wherein this page hereof, refers to th	acknowledgment is to Agreement for:
Construction of Ynares Court at Lastwood Residences	Stage, improvement Phose 7-7A, Brgy,	of Tueres Multig San leidro, Rodri	purpose Coveres igues, Pizal
WITNESS MY HAND AND SE. Antipolo City.	AL this day of	a Riz	al Provincial Capitol,
Doc No /#_	. ATTY, MYR.	SALVE RUKO	te error
Prige No.	NOTARY	PUBLICARIANE	BLIC
Series 20 70	A	PPT. NO. 20 - 1	#= <i>\$1,192</i> † 97
	RO <u>s</u>	L NOATTY, NO. 6	5300
		(0. 382 5067 <u>5</u> 4)	

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#### NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to DIAMOND BLESSED CONSTRUCTION (hat work may proceed on the Construction/Provision of Wash facilities (Water, Sanitation & Hygiene) at Eastwood Residences Blk.90 Lot 22 Phase 3, 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,

Acting Governor  $\lambda$ 

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: MARIA VICTORIAH, SAGUN

# CONSTRUCTION AGREEMENT 74

## 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 ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., 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 Rodriguez, Rizel and herein represented by its Proprietor/President/General Manager, int. Victoria Sugim of legal age, Filipino citizen, single/married, resident of Rodriguez, Rizel, hereinafter referred to as the CONTRACTOR WITNESSETH, That,  WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguriang Panlalawigan Ordinance No. 21, 8, 2019 namely:
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguruang Panlalawigan Ordinance Nonamely:
Construction/Provision of Mash Macilities (Mater, Senitation & Rygiene) at Mathematical Residences Blk. 90 Lot 22 Phase 5, Brgy. Sen Inideo, Rodrigues.  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>Pebruary 28</u> , 5020 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Dight Hundred Ten Thousand Soven Randred Forty One</u> 1 10,741.60

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty Four (64) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 21 8. 2019
  - b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest 🔗
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding covelopes
  - 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 this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS 

  Light Bundred Ten Thousand Seven Hundred Forty One Pesos and 60/100

  (P 010.741.60 ), Philippine 

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

of S

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty Three Thousand Two Hundred Twenty Two Pesos and 48/100 (P 243, 222, 48)

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on fiquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without 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 rates and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, Thu, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 27 to resort to other alternative modes of disputes resolution

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

Waks Is aid located.			
IN WITNESS WHEREOF, the pa 0 1 JUN 2020 at Antipe		gned this Agreement U	his day of
Entity/Firet/Corporation	RIZ	AL PROVINCIAL GO	VERNMENT
By: In. Viotoria B. Sague	Ву. <b>RE</b> V	NALDO H. SAN JUA	N. J.R., M.D.
Proprietor/Manager/President		Acting Govern	(9 <i>5</i> 5
*	WITNESSES	(	<b>y</b>
/ <u>众</u> /		0/	
LOLITA BADE GUZMAN		MA, VICTORIA B. T	TEJADA
/		1	•
NOTAR	HAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Public fo	r and in Antipolo City	, personally appeared t	be following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H, SAN JUAN, J.R., M.	D. PRC No. 0086686	October 16, 2022	Manita
i.s. Victoria R. Sagun			
all known to me and to me known to be acknowledgment that the same is their free present.	e the same person's we voluntary act and doc	the executed the foregot as well as the entity of	oing instrument and hat they respectively
This instrument, consisting of the parties have the parties have been signed by the parties ha	ce (3) pages including creto in each and every	this page wherein this page hereof, refers to the	acknowledgment is to Agreement for:
Construction/Provision of at East Wood Residences Blk. 9	f Yeah Facilities O Lot 22 Phase 3 p 5 JUR 20	PARAN PAR Yeron	ion, Sygiene) e, Redrigues,
WITNESS MY HAND AND SEAL Antipolo City.	L thisday of		al Provincial Capitol
•	ATTY MAY	A SALME RUSAN	, this will c
Doc No	•	PUBLIC INSTANTOR	
	•	L HOATTY HILE	
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## OFFICE OF THE GOVERNOR

## NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION—that work may proceed on the Constn. of 2-Storey, 4-Rooms at Marciana Catolos Mem. Elem. School, Brgg. Kay-Buto, 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,

REYNALDO H. SANTOAN JR., M.D

Acting Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

02/28/2020 # 28

## CONSTRUCTION AGREEMENT 28

### 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 ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

	PROVINCE; and				
× (*	Transcen Sngingering 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 <u>Payton Rigar</u> , and herein represented by its Proprietor/President/General Manager, Socialo Rayso, of legal ago, Filipino eitzen, single/married, resident of <u>Paytay, sizal</u> , hereinafter referred to as the CONTRACTOR, WIFNESSETH, That,				
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggeniang Panlalawigan Ordinance No. 21, e. 2019				
	Construction of 2 storey, 4 rooms at Marciano Catolos Nos. Elom. Zohool, Bray. May Buto, Yonay, Mizel				
	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>February 28, 5020</u> , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the				

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

following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Leven (fillion leven flundred forty Six Thomsand Leven flundred Thirty Poecs and 70/100 (P 7.746.730.70), Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within fine fundred Sixty Sight (168) 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. 21, 6, 2019
  - b. Comficate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - 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 this Agreement in conformity with the province of the Contract,
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS sloven 1377 ion Ceyen Andred Forty Six Thomsand Seven Hundred Thirty Fesos and 70/100.

  (P 7,748,750.70 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two Militon Three Hundred Trenty Four Thousand Nineteen Peace and 21/100

[P 2.3P4.019.24]

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;

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

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

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 28 to resort to other alternative modes of disputes resolution.

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

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

works is/are located.				
IN WITNESS WHERE <b>0 1 JUN 2020</b>	OF, the parties have at Antipolo City.	: hereunto signed	this Agreement this	day of
Entity/Firm/Corporation	omstrudtion n	RIZAL P	ROVINCIAL GOVE	RNMENT
By,  Daniloj Cagno  Proprietor/Manager/Presider		By: REYNAL	DO H. SANJADAN, Accing Gosphor	J.R., M.D. €
_	WITN	NESSES	~	
LL/				
LOLITA, B. DE CUZ	EMAN .	MA.	VICTORIAN TE.	JADA
	NOTARIAL ACT		-	
(				
REPUBLIC OF THE PHILIPP ANTIPOLO CITY	INES) ) S.S			
BEFORE ME, a Notar	y Public for and in A	otipolo City, per	sonally appeared the	following
Name/Entity	Valid π	Presented	Date	Place
HON, REYNALDO H. SAN JUA	N, JR., M.D. PRC No	o. 0086686 Oc	tober 16, 2022	Manila
Twinin Tayno	_TIK 1%	) <u>-561-25</u> 4		
all known to me and to one kn acknowledgment that the same i present	nown to be the sami is their free voluntary	c person/s who e act and dood as a	xecuted the foregoin well as the entity that	g instrument and they respectively
This instrument, consist written and has been signed by t	uing of three (3) pag be parties bareto in ca	es including this on and every page	page wherein this ac bercof, refers to the	knowledgment is Agreement for:
Aconstruction of Brick Kay Suto, Trusy,	2 storey, 4 rox Risel	as st Hereion	a Catolom Kem.	lem. School.
		g 5 Jun 2020		
WITNESS MY HAND Antipolo City.	AND SEAL this	day of		Provinced Capitol,
•		ATTY, MAR	ASALVE RUSA	C. Ibaaa
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Series 20 72.		AD	.app. 12 .app. 1 <b>e?</b> ₹117 <u>12</u>	FE 383331
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		2 - 21,2	a at 7,711 ( \$ 5.,26%) is	. ~ ~ 13

PIRMO ISZBOGI SAMEDIAL PERTURBURU BOLOM BERGARAN



### OFFICE OF THE GOVERNOR

## NOTICE TO PROCEED

**0**5 June, 2020

MR. ERIC G. PASCUAL E. PASCUAL CONSTRUCTION Morong, Rizal

Dear Mr. Pascual:

The attached Contract Agreement having been approved, notice is hereby given to E. PASCUAL CONSTRUCTION that work may proceed on the Repair / Improvement of School Building, Fence & Const. of Gate at

Repair / Improvement of School Building, Fence & Const. of Gate at Dorastan National High School, Brgg. Darastan, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REYNALDO H. SAN JAJAS JR., M.I Acting Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

# CONSTRUCTION AGREEMENT 2.9

## 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Koron's Rizal</u> , and herein represented by its Proprietor/President/General Manager, <u>Tic aseval</u> , of legal age, Filipino citizen, single/married, resident of <u>Koron's Rizal</u> , hereinafter referred to as the CONTRACTOR. WITNESSETH That
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pantalawigan Ordinance No. 21, 6, 2019 namely:
Poppir/Improvement of School Suilding, Fence & Const. of Sate at Darceton National Migh School, Expy. Darceton, Topoy, 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 *Sebruscy 28, 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of *Constitution Five fiundred aleven Thousand Sixty Peace one *SO/100 (P. 7,557,050,80), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within <a href="mailto:sixty"><u>sixty</u></a> (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, 6, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes  h. Bid Security i. Addenda and Supplemental 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 this Agreement in conformity with the province of the Contract;
3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Cre Eillian Five Hundred Deven Shousend Sixty Peece and 80/100
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:

- The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Sundred Fifty Three Thousand Three Students in Ships and 24/100 (P 453.378424)

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

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

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

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 29 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 of works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of JUN 2020 at Antipolo City. A. Pascual Construction RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Rν; Oric Pascual N. J.R., M.D. Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY YS.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid 1D Presented Date Place Name/Entity HON, REYNALDO H. SAN JUAN, J.R., M.D. PRC No. 0086686 October 16, 2022 Manila TIN 242-837-383 Eris Passerl all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Improvement of School Building, Fence & Const. of Gate at Darastan kational High School, Brgy, Derasten, Tanay, Final WITNESS MY HAND AND SEAL OWS \_ () 5 JUNE 2006 \_ at Rizal Provincial Capitol, Amipolo City. . ATTY, MARY BALL PERUBAYA ADAMOS NOTARY PISTS CHERARTHAR 12321 Book No PRET, March 1897 Projection (1988)

Series 20, 36



#### OFFICE OF THE GOVERNOR

## NOTICE TO PROCEED

05 June, 2020

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

Dear Mr. Bilog.

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) & Improvement of Ynares Multi-Purpose Covered Court at Brgy. Cuyambay & Brgy. Sampuloc, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REYNALDO H. SAN JUAN JR., i Acting Governor

6.8-2-20

Authorized Signature:

Name of the Representative of the Bidder:

Lacknowledge receipt of this Notice on:

GERALD KENN SJ. BILOG

## CONSTRUCTION AGREEMENT 33

### 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
AB Builders, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Xorong, kizel and herein represented by its Proprietor/President/General Manager, Cerald Kenn SJ. Bilog of legal age, Filipine citizen, single/married, resident of Morong, Rizel hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 8, 2019 namely:
Construction/Provision of Cash Pacilities (Later, Schitztien & Hyglens) is Improvement of Theres Eultipurpose Covered Court at Drgy. Cuyanday & Brgy. Wifferens, Taney. 21sel.  Wifferens, the Contraction works has been declared as the Lowest Calculated Responsive Bid in a public bidding held last February 28, 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million One Hundred Seventy Seven Thousand Sight Six Peace and 64/100 (P. 1,177,065.64), 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 Ninoty (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
a. SP Ordinance No21, s. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest

h. Bid Security
1. Addenda and Supplemental Bulletins

bidder/s two (2) bidding envelopes

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PRSOS Coe Million Coe Mandred Seventy Seven Thousand Sighty Six Pesos and 64/100 (P\_\_1,177,086,64), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as accord upon by the Contractor.

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Fifty Three Thomased One Randred Twenty Five Peece and 99/100 (P 203,125.99)

  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;
- 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 ease of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resulted or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's 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 under akes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto; The process of arbitration under the foregoing law shall be assumed part of this Agreement, without 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 fiquidated damages. and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil 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 Of JUN 2020 at Anti-	parties have hereunto si polo City.	igned this Agreement i	this day of
OSB Builders Entity/Firm/Corporation	_ RIZ	AL PROVINCIAL GO	OVERNMENT
By:  Gerald enn W Bilog  Proprietor/Manager/President	By: REY	NALDO H. SAN PLA Acting Govern	N, J.R., M.D.
	WITNESSES	W	
LOLITA B. DE GUZMAN NOTA:	RIAL ACKNOWLED	MA. VICTORESS. 1 GMENT	TEJADA
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Public 6	or and in Antipolo City.	, personally appeared t	he following
Name/Entity	Valid ID Presented	Date	Place
RON, REYNALDO H. SAN JUAN, J.R., M	.D. PRC No. 0086686	October 16, 2022	Manila
Goreld Kenn SJ Bilog	TIN 196-519-323		
all known to ore and to me known to backnowledgment that the same is their fre present.	oc the same person/s w e voluntary act and deed	ho executed the foregon is as well as the entity the	oing instrument and hat they respectively
This instrument, consisting of the artisten and has been signed by the parties !			

Construction/Provision of Wash Facilities (Water, Sanitation, and Mysiene) and Improvement of Ynores Hultinurnose Covered Court at ergy. Cuyambay & Bray.

Sumprior, Tanay, Rizal	g 5 Jun 2008	
WITNESS MY HAND AND SEAL this	day of	at Rizal Provincial Capitol,
Antipolo City.	104	<b>├</b> -✓

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