

Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020

ENGR. RENATO C. VIULARÓMAN LARD BUILDERS Baras, Rizal

Dear Engs. Villaroman:

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Victoriaville Homes Sitio Upper Luchan, Antipolo, City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Incknowledge receipt of this Notice on:

10 G 3030

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

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organized and existing under the laws of and office address at -5.7-4.	he Repub	olic of the Philip	ppine: and	s, with pr berein	incipal pla represer	ee of ned	business by its
Proprietor/President/General Manager.	Nesato	/11% crossus	L	,	of legal	ag¢,	Filip in o
citizen, single/married, resident of CONTRACTOR WITNESSETH, That,	PATES.						
WHEREAS, the PROVINCE dec pursuant of the Sangguniang Panlalawigas						const nam	
Construction/Previous of for Evenuation Center at Victor							

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

- - a. SP Ordinance No. 1
 - b Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d Drawing, Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's 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 Eight Sundred severty live Tanua and land land on the land of PESOS (P 875,089435). 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 tequired performance security of PESOS Two Two Indian Two Thousand Leven Two Indians I have by Thousand Leven Two Indians I have been Two I have
- 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 productment of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the contract, the Procuring Indianed damaged reaches ten percent (10%) of the amount of the contract, the Procuring Indianed damaged reaches ten percent (10%) of the amount of the contract, the Procuring Indianed of terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11 That the PROVINCE shall have no EMPLOYER-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13 In this words and expressions shall have the same meanings as respectively assigned to them in the combitions of the contract heremafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its mecome 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 trising 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 unposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil hability or damages, which may either consist of liquidated damages and restriction 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 copriste court of the city/municipality of the Province of Rizal where the infrastructure project or

me appropriate court of the citymus works is/are located.	incipatity the die 1 to 1 to 1 to 1		
IN WITHEREOF, 2020 at a	the parties have hereunto signed Antipolo City	this Agreement this	day of
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Entity/Firm/Corporation			
By:	By:	5	•
entto Millaronna		BECCA A. YNARE	5 :
Proprietor/Manager/President	- ~	Governot -	-
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/ N	OTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINE			
ANTIOLO, CITYAL)88 		
BEFORE ME, a Notary Pu	blic for and in Anaipab மீர், pen	sonally appeared the	following
Name/Entity	Valid (I) Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8739281A	August 5, 2028	Marula
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all known to me and to me known acknowledgment that the same is the present This instrument, consisting written and has been signed by the processing the processing of the processing that the processing the processi	of three (3) pages including this arties heroto in each and every page of the color and every page.	page wherein this ac hereof, refers to the	knowledgment is
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OFFICE OF THE GOVERNOR

Provincial Government of Rizal

NOTICE TO PROCEED

12 October, 2020

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
RIT UBLADAS CONSTRUCTION CORP. that work may proceed on the
**Construction of 2-storey Multi-Purpose Bldg, at Vermont
Royale Executive Village, Brgy, Mayamot, Antipola City

effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

A-bad

LAURO M. UBIADAS

09/15/2020 ≠ 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

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 the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated becomen and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 🦠 👝 🚐 🦠
 - 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 Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Comract and the Comractor'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 197-6 1111an three lumited of 25 to 1970 the least three 1970 the 1970 t

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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;
- 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 traintained 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 Mennal (GAAM), unless otherwise inconsistent with Republic Act No. 9184, reparding the payment of damages, whether hyundated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE,
- 11. That the PROVINCE shall have no 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 sod approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract heremafter referred to;
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- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

	, the parties have hereunto signa	d this Agreement this	day of
	Antipolo City.	_	
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<i>l</i> ,	NOTARIAL ACKNOWLEDGM	ENT	
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BEFORE ME, a Notary Pu	ablic for and in Antipole City, pe	rsonally appeared the	following
Name/Franky	Valid ID Presented	<u>Date</u>	<u>Place</u>
	Рамроп No. P8239281A	<u>Dute</u> August 5, 2028	<u>Place</u> Manila
Name/Finity FON: REBECCA A. YNARES 1779 . bi fas			
ON REBECCA A. YNARES 179 - bi 178 Il known to be and to me know eknowledgment that the same is the resent.	Passport No. P8239281A 11 12.0 22.0 23.0 24.0 25.0 26.0	August 5, 2028	Manila — —— g instrument and they respectively
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020.

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

Dear Mr. Ubradas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBLADAS CONSTRUCTION CORP.—that work may proceed on the
Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for
Evacuation Center at Meralco 4th Home Village, 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,

REBECCA A. YNARES

Governor&

I acknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder:

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A.R.

LAURO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

EMENT made and entered into by and between:
NCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and ablic Act No. 7160, with seat of government at the Rizal Provincial Capitol, d corner P. Oliveros St., Brgy. San Roque. Antipolo City, represented in this act by ON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
a sole proprietorship/private corporation, duly a under the laws of the Republic of the Philippines, with principal place of business at Binangones Lawy N. United Discounty Discounty
the PROVINCE declares that certain infrastructure works should be constructed in guttiang Panjalawigan Ordinance No. 16, 6, 2020 namely:
iem/Provinton of kanh Facilities (water, Sepitat on & Hygiens) Center at Maralos with Home Village, Binangomen, Risal
the CONTRACTOR, warranting that it has the financial and, technical competence we said infrastructure works, has been declared as the Lowest Calculated Responsive ing held last
REFORE, for and in consideration of the foregoing premises, the parties hereto
one works subject matter of this Agreement shall be completed within () calcular days, to accordance with the provisions of the Bid od Plans, Program of Works and Specifications and supporting/related documents herewith and incorporated berein by way of reference, namely:
ance No

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

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

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to seeme this Contract;
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 Philippine Currency, in the form of Farzorsance Sent as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding 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 restriction shall be applicable in the implementation of this Agreement;

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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;
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Charles

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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/emdertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Raics and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act of acts in question or both at the discretion of the Courts.

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works is/are located	
IN WITNESS WHEREOP, the parties have hereunto : / CCT 202ij at Antipolo City.	signed this Agreement this day of
Fit Unises Construction Corp. RIZ	AL PROVINCIAL GOVERNMENT
Entity/Firm/Corporation	
By: Bulliand By	: 5
laure M. Ubindem	REBECCA A. YNABES
Proprietor/Manager/President	Governor A
WITNESSES	a
LOLITA B. DE GUZMAN	MA. VICTORIA B. TEJADA
_	<u>.</u>
NOTARIAL ACKNOWLE	DGMENT
REPUBLIC OF THE PHILIPPINES) ANTIPOLOGICAL PROPERTY (S.S.) S.S.	
BEFORE ME, a Notary Public for applin Antipolo Cit	ry, personally appeared the following

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

Valid ID Presented

Patsport No. P\$239281A

2**75- 208-410-**級9

Name/Entity

HON, REBECCA A, YNARES

Lauro &. Shindan

Place

Manila

Date

August 5, 2028

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/Provintes of wash Fi Translation Conter at Heroleo 4th Home	ecilities(uter, "smitotien, Sygiene)for Villege, Binemannen, Bisal
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020.

MR.PAOLO OLIVER D. AQUINO DIAZ AQUINO CONST. CORP. Binangonan, Rizal

Dear Mr. Aquino

The attached Contract Agreement having been approved, notice is hereby given to
DLAZ AQUINO CONST. CORP.—that work may proceed on the
Construction of Daycare Center & Health Center at Brgy. Macainat, Binaugunan, 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,

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REBECCA A. YNARES

Governor ඊ

Lacknowledge receipt of this Notice on:

10 13 To 70

Authorized Signature.

Name of the Representative of the Bidder:

AOLO OLIVER D. AOUINO

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Diez Aquino 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 <u>Binangonene</u>, <u>Rival</u>, and herein represented by its Proprietor/President/General Manager, <u>Sizes De Aquino</u>, of legal age, Filipino citizen, single/married, resident of <u>Binangonene</u>, Rival, bereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No 18, 2, 2020 usunely:

Construction of Daycare Center & Health Center, Brgy, Keymot, Binangonan, Risal

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 the Sundred Listy Four (164) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely.
 - a. SP Ordinance No. 13. . 2020
 - 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
 - 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
- 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 Six Million Four Removed Eighty Thomased Three Hundred Seventy Seven Feeda and 67/100 (P 6,450,577,67), Philippine Coveney, 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 Hid and as agreed upon by the Contractor,

. .

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Con Killion Sine fundred forty four Thomsand Con Sundred Thirteen Fosce and 30/100 (p 1,544,113.30)

 Philippine Currency, in the form of Ferformance Beautiful 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 scentity 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 minutative 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 correpensation 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 injunes and/or damages that may be sustained by them or any third pany, 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;
- 11. 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 lax payments made thereon.
- 15. Any and \$\pmu i \text{disputes arising from the implementation of this Agreement shall be submitted to arisinators under Republic Act No. 376, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the partitioent provisions of Republic Act Vo. 9189, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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Entity/Firm/Corporation y: 100	Ву:	REBECCA A. YNARE:	e
Proprietor/Managey/President	-	Governor &	•
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N	OTARIAL ACKNOWLEDS	MENT	
ERUBLIC OF THE PHILIPPINES MYTHOUS CORYZAL	$\sqrt{N} \sim c$, Al	
BEFORE ME, a Notary Pub	tic for and in Affiliato City,	personally appeared the f	following
Nam <u>e/Entity</u>	Valid ID Presented	Date	Place
ON REBECCA A. YNARES	Passport No. PR239281A	August 5, 2028	Manila
ina De Aquino	010-084-788		

4y present.

This insumment, 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 Doycare Conter & Health Center, Roys, Macamot, Bizangonea Fital

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020

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

Dear Mr. Ubradas:

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

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

Improvement / Construction of Double Box Culvert along Oja Road and Construction of

Stone Masonry for Slope Protection (portion) of creek. Brgy. Mahabang Parang, Binangonan, Rizal
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on

jours 20,24

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

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

entized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at https://doi.org/10.1001/j.com/president/General-Manager. And herein represented by its Proprietor/President/General Manager. https://doi.org/10.1001/j.com/president/General-Manager. In the Address of legal age. Filipino citizen, single/married, resident of Handonson, Manager. Hereinafter referred to as the CONTRACTOR, WITNESSETH, That.

WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 8, 2020 namely:

Improvement/Comptraction of Double Box Sulvert along Cia Road and Construction of Signe Massary for Slope Protection (portion) of creek, Brgy. Makebeng Pareng, Binangenes, Blast

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 interaction in 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 Hillien Seven Themseld Two Sandred Forty 61x

Februs and 19/100

[P2.007.246.45], 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 cne Hundred (100) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans. Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely.
 - a. SP Ordinance No 15 . 4. 2020
 - 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
 - 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 Two Millian Seven Thomsand Two Bundred Forty Six Peson and 19/100

 (P2,007,246,19), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise served by the partner subject of the day upon completion of the infrastructure works

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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 of Rendered Two Phoesond One Hundred Seventy

 Three Tesos and 86/100

 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faultful 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 Budding 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 huplementing 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 phyable by the contractor in case of breach thereof. For the procurement of Goods, Infrustructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemble under the contract, without projudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, bours of work and other laws:
- 10. The CONTRACTOR shalf 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 to this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract legiciansfler referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

Kit Ubiades Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Bv: Lauro & Ubiados REBECCA A. YNARES Governor & Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIROLO GITTY! ZA!) 5.5. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid iD Presented Date <u>Place</u> HON, REBECCA A, YNARES Passport No. P8239281A August 5, 2028 Miorila tin - 008<u>-410-639</u> Lauro h. Sbiadas

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 Double Box Culvert slong Cie Boad and Cons-

truction of Stone Masoney for Slope Protection (portion Mahabang Parang, Bisangonema, Risal	d greek, Bygy.
	ALT KANNA MARIE L. SANTOS
WITNESS MY HAND AND SEAL thisday of _/ U[1] Antipold CHONO, R. ZAL	2 n tos earchean & Carden-
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-	MOLE Compliance No. VI-0007831 Charles App. 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

12 October, 2020.

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

Dear Mr. Ubiadas

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the
Construction of School Fence with Gate at Arinda Elem. School, Brgy. San Juan, Cainta, Rical
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

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REBECCA A. YNARES

Governoor.

I acknowledge receipt of this Notice on:

12 (9:30.30

Authorized Signature

Name of the Representative of the Bidder:

LAURO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and catered into by and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Ohveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVENCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address atBinangemen, 21261, and herein represented by its Proprietor/President/General Manager, uplaces, of legal age, Filipino citizen, single/married, resident of, Right bereinafter 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. PESS 1, 5, 2020 namely:
Construction of School Fenne with Gate at wrinds Alexa School, Bray. San Juan, Coints, 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 September 15, 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 Sight Hendred Sixty Three Thomason Sixty Seven. [P. 663,067.90], 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 (60) calcodar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely.
a. SP Ordinance No. P588 1, 5, 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c Construction Schedule f. Request for Expression of Interest g. Hidding Documents including all the documents/statements contained in the winning
hidder/s two (2) bidding envelopes h. Bid Security i. Addeada 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 Sight Handred Sixty Three Thomsand Sixty Seven Pesos and 90/400 (P. 863,067,50). 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 presembed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to scoute 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 1124 Eight Thousand Nine Hundred Twenty Feeds and 38/100

 Philippine Currency, in the form of Terrorance Bend as a measure of guarantee for the farthful 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 pame 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 Resorm 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 roles 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 bereinsafter 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 munical agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restination for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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Proprietor/Manager/Bresident	•	Governor ty-	
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/ ·	OTARIAL ACKNOWLEDGMI	TN	
N ^Y HOTONGALA _{? S} WEITUBBINE TBURFIC OF THE BHITUBBINE	\$) () S.S.	•	
BEFORE ME, a Notary Pu	blic for and in Antipolo City, per	sonally appeared the i	following
Name/Franty	Valid ID Presented	Date	Place
ON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
auro M. Thindas	TIN 008-440-689		

d present.

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

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Construction of School Jenes with	g Gate at Arinda Alema School, Sraye
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP.—that work may proceed on the Repair/Repainting of 1-storey, 5-rooms Ynares School Bldg., Construction of Riprap & Canal of Ynares Multi-Purpose Covered Court at Tunu Balibugo National High School (Lambuc Annex), Brgy. Lambuc, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECÇA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

FERNANDO L. ARADA

09/15/2020 # 7

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

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

Plas Construction Corporation a sole proprietorship p	rivata comomen	on dul.
ingatuzed and extaining under the laws of the Republic of the Philippines, with pre-	incipal place of	baseineer
and ornice with the state of th	represented	by ita
Proprecion/resident/Occasial Manager, Fernando Arada	of local	F:11-1
citizen, single/married, resident of Finencemen, Man hereinafter CONTRACTOR, WITNESSETH, That,	telerred to	as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 2578 # 2, 8, 2030 namely:

Repein/Repainting of t storey, 5 rooms Ymares School Bldg., Construction of Riprop t Canal of Theres Multipurpose Covered Court at Tune Salibage Natil.

Eigh School (Lumbes Assex), Brgy. Lumbes, Cardons, Steal

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. September 15, 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 appoint of Two Million Maht Rundred Seventeen Theorems Consideration of the appoint of Two Million Maht Rundred Seventeen Theorems Consideration of the appoint of Two Million Maht Rundred Seventeen Theorems Constitution in Consideration of the appoint of Two Million Maht Rundred Seventeen Theorems Constitution in Consideration of the appoint of Two Million Maht Rundred Seventeen Theorems Constitution in Consideration of the appoint of Two Million Maht Rundred Seventeen Theorems Constitution in Consideration of the appoint of Two Million Maht Rundred Seventeen Theorems Constitution in Consideration of the appoint of Two Million Maht Rundred Seventeen Theorems Constitution in Consideration of the Application of the Appli

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

- 1. The whole works subject matter of this Agreement shall be completed within the Bandred Tventy Four (124) 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. PRSS .. 2. s. 2020/ Crd. 15. s. 2049
 - Curtificate 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 biddens two (2) bidding envelopes
 - h, Bid Security
 - Addenda and Supplemental Bulletins
 - 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 Hillion Sight Sundred Seventeen Tooleand Cae Sundred sight Feacs and 12/100 (P 2.6677.106.12), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or coupleyee of the PROVINCE, or any Government instrumentality to scoure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS_15tt Rundred Forty Five Thousand the Hundred Thirty

 10 races and 44/100

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

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

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

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

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIROUGED BY ZAL S.S.

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

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

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

Repair/Repairting of 1 storey, 5 rooms Yeares School Sidg., Venetration of signey 5 word of Yeares Sultiperpose Govered Court at Tune Salibege Nat'l, ith School (Lorbec sumer), Brev. Larbac, Gardons, Siral

ith School (Loubse Smer), Brgy.	igribac, Cardosic,	9 <u>1_11</u>
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020.

MR. BRIAN D. FERIDO DUKHEA CONSTRUCTION Binangonan, Rizal

Dear Mr. Ferido.

The attached Contract Agreement having been approved, notice is hereby given to
PUKHEA CONSTRUCTION — that work may proceed on the
Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for
Evacuation Center at Lone Elvin, School, Cardona, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

Late Later

BRIAND

ERIDO

09/15/2020 # 8

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, Cucumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binanconen, high and become represented by its Proprietor/President General Manager, brian Fortion of legal age, Filipino citizen, single/married, resident of Binanconen, wizel, hereinafter referred to as the CONTRACTOR, WITNESSETII, That,	
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggeriting Panlalawigan Ordinance No. 16, 9, 2:20 namely;	
Construction/Provision of wesh Pecilities (Nates, Amaitation & Hygiene) for Swacestien Center at look Alem, Achdol, Sardona, Aigal	
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	2
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:	
1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting related documents which are integrated herewith and incorporated herein by way of reference, namely;	
a. SP Ordinance No	

- g Bidding Decometts 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 unplementing R.A. No. 9184

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

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

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. The Mandred Seventy Nine Phonesant Light Randred Seventy Nine
- 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 us 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 restination shall be applicable in the implementation of this Agreement:

Section 68 of Rule XXII of Republic Act No. 9184 states us follows, to wat:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on Equidated 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 Equidated damages shall be at least equal to one-tenth of one percent (0.00)) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged tenches ten percent (10%) of the amount of the contract, the Procuring Emity may rescind or terminate the contract, without prejudice to other courses of action and comedies 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 appears of the contract kereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duty stamped and received by the BIR and duly validated with the rax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

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Entity/Firm/Corporation			
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Sri h whide	, R	EBECCA A. YNARE	s
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,	NOTARIAL ACKNOWLEDGMI	ENT	
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ENTIROLOGICA TELES) S.S.	•-	
11111	iblic for and in Antipolo City, per	sonally appeared the	following
Name/Futity	Valid ID Presented	<u>Date</u>	<u>Place</u>
ION, REBECCA A. YNARES	Passpon No. P8239281A	August 5, 2028	Manik
orian Perido	Win - 300-264-462		

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

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

Construction/Provision of Jeah Socilities(tater, Samitation & Hygiene) for Evaguation Center at Loca Slam, School, Cardona, Sixal

for Avagnation Capter at Look Clam. : chool, Cardons, Elial		
WITNESS MY HAND AND SEAL this Appropriate Comp. R.1 Zerl. Doc No. 491 Page No. 199 Book No. 1 Senes 20 20	day of 12 DCT POR PRINCE CAPROLYTE'S SUBJECT OF A WORLD HIS OWN OF CONTINUE AND	



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020.

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Improvement & Repainting of Ynores Multi-Purpose Covered Court at Brgy, Lambac, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: FERNANDO L. ARADA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Flag Construction Corporation a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with practical place of business and office address at **Binargones Real**, and berein represented by its Proprietor/President/General Manager. **Ferusade area** of legal age. Filipino citizen, single/married, residem of **Binangones**, **Biggl**, 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. 18, as 2030 namely:

Improvement & Repainting of Toures Bultipurpose Govered Court at Brgy. Lautes, Cartons, Risal

To undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 15, 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 Milliam Sixty Five Thomsand Five Rendred Seventy Rine Pasce and C1/100 (P 2,055,79,01), 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 / ighty Six (86) 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. 18, 4, 2020
 - b. Certificate of Availability of Funds
 - c. Scope Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - 8. Bidding Documents including all the documents/starcments contained in the winning biddens 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 laster hereby covenants with the PROVINCE to consumer 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 Militar First Proposed Five Bundred Severty Kine Press and 01/100

 (P. 2005,579.01). Philippine

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

Angre Control

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PFSOS Six Rundred litesteen Thousand -ix Rundred Seventy Three Peace and 70/100 (P 519,673-70)

 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;
- 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 detation 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 restimion 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 hquidated 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 Entry may resented or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfure 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 pany, 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 puty 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 said all disputes arising from the implementation of this Agreement shall be submitted to arbanetors under Republic Act No. 876, also known as the "Arbanation Law" Provided however, That, disputes that are within the competence of the Construction furhistry Arbitration Commission to resolved shall be

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

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

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

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Entity/Firm/Corporation	· 		
or ado fada	By:	REBECCA A. YNARE	s
Proprietor/Manager/President		Governor >	
/×	WITNESSES	&	
LOLITAR DEGUZMAN		<u>MA, VIÇTORIA B. TI</u>	FJADA
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' 1	NOTARIAL ACKNOWLEDGE	ÆNT.	
EPUBLIC OF THE PHILIPPINE	ES)		
TATHERSONDLY LIZAT) \$.s.	No.	
BEFORE ME, a Notary Po	المرابعة (كانتية) ublic for and in Augipolo) ablic for and in Augipolo)	ersonally appeared the (following
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Name Emity	Valid ID Presented	<u>Date</u>	<u>Place</u>
ION, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manile
formanda "rada	174 - 007885-673		

present.

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

Improvement & Repainting of Thores : ultipurpose Covered Court at Brgy.

igabec, Jerione, Sizel	
WITNESS MY HAND AND SEAL this _ Amipole Chio, R ZAL _ Doe No _ 492 Page No 400 _ Book No 1 Series 20 20	day of At Six shift Production Controls Have to At Six shift Production Controls Have to At Six shift Production Controls Have to At Six shift Production Controls Have the Atlanta Atlanta Control of Atlanta Atlanta Control of Atlanta Atlanta Control of Atlanta



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020

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

Dear Mr. Ubiadas

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

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

Construction of Multi-Purpose Provincial DRRM Center at Brgy. San Roque, Cardona, Rical

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governoes'

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

, , ,

AURO M. UBIADAS -

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Read corner P. Oliveros St., Brgy. San Roque, Annpolo City, represented in this act by its GOVERNOR, HON, REBECCA A, YNARES, herein referred to as the PROVINCE, and
Kit Ubiadas Construction Corp. 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 Binsagonan, Rizal and herein represented by its Proprietor/President/General Manager, Lauro N. Ubiadas of legal age, Filipine cutizen, single/married, resident of Binsagonan, 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 Paphalawigan Ordinance No. 16, 8, 2020 namely:
Construction of Eultipurpose Provincial DRRM Center at Brgy. San Roque, Cardona, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive . Bid in a public bidding held last Sanderther 5, 1050 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 Twelve Million Nine Sundred Sixty Four Thomsand Nine Eundred Ninety Nine Peace and 68/100 (P. 12.964.999.68). Philipping Currency:

(P. 12,964,999,68), Philippine Currency.

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

- whole works sobject matter of this Agreement shall be completed within 1250 calendar days, in accordance with the provisions of the Bid The Two Bundred Pifty 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. 16, 8, 2020
 - 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
 - Bid Security
 - i. Addenda and Supplemental Bulletins.
 - Notice of Award of Contract and the Contractor's Conformitythereto.
 - Credit Line Certificate/NFCC/Certificate of Cash Deposit assued in accordance to the Rules and Regulations implementing R.A. No. 9184.
- In consideration of the sayment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PREDVINCE 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 Twelve Million Nine Rendred Sixty Four Thousand Nine Bundred Ninety Nine Pesos and 68/100 (P 12,964,999.68), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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 Million Eight Hundred Eighty Nine Thousand Four Sundred Ninety Nine Peace and 50/100 (P 3.889, 499. 50)

 Philippine Currency, in the form of Performence Bond as a measure of grammere 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 restination shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Acr and this IRR shall centain 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 cannulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or tempinate 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 provisious 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 stomped and received by the BIR and duly validated with the tax payments made thereou.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

works is/are located.			
IN WITNESS WHEREOF,	the parties have hereunto sign antipolo City.	ned this Agreement this	day of
Kit Ublades Cometruction Co	rp. przat	PROVINCIAL GOVE	PNMENT
Entity/Firm/Corporation	KIPIOC.	TROTHULE GOVE	11111111
By: Select	By:	8	
Tauro M. Ubigdas Proprietor/Manzger/President	-	REBECCA A. YNARE Governor	S
1 1 1 1 1 1 1 1 1 1	WITNESSES		CIAD 4
<u>LOLITA/B, DIS-ØÜZMAN</u> NO	DTARIAL ACKNOWLEDGI		<u>EIADA</u>
REPUBLIC OF THE PHILIPPINES ANTIBOLO CHEY		·	
BEFORE ME, a Notary Pub	lic for and in Antipolo City, p	personally appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON REBECCA A YNARES Ledro K. Ubiadas	Passport No. P8239281A TIN 008-410-689	Аомыя 5, 2028	Manila

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

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

Construction of Multipurpose Provincial DRFM Center at Brgy. San Roque. Cardona, Sizal

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	ATTY AND MARK WALL SAN OS
	1 1 OCT 1999 NOTARY PUBLIC
WITNESS MY HAND AND SEAL this	day of 1 2 OCT 2020 promite recognitions and the state of RIZAL
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020.

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to
OLIVER AQUINO CONSTRUCTION ——that work may proceed on the
Repair of Ynares Multi-Purpose Covered Court, Brgy. Pagkalinawan, 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,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

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09/15/2020 # 11

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scal of government at the Rizal Provincial Capital, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARFS, 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 Bitangonsu, High and herein represented by its Proprietor/President/General Manager. Oliver Aquino under the laws of the Republic of the Philippines, with principal place of business and office address at Bitangonsu, High and herein represented by its Proprietor/President/General Manager. Oliver Aquino under the laws of the Republic of the Philippines, with principal place of business and herein represented by its Proprietor/President/General Manager. Oliver Aquino to the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager. Oliver Aquino to the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager. Oliver Aquino to the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager. Oliver Aquino to the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager. Oliver Aquino to the Philippines and herein represented by its proprietor/President/General Manager. Oliver Aquino to the Philippines and herein represented by its proprietor/President/General Manager. Oliver Aquino to the Philippines and herein represented by its proprietor/President/General Manager. Oliver Aquino to the Philippines and herein represented by its proprietor/President/General Manager. Oliver Aquino to the Philippines and herein represented by its proprietor/President/General Manager.
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguoiang Pantalawigan Ordinance No. 186 2020 namely:
Repair of Ymares Multipurpose Covered Court, Srgr. Fagkelinauma, Solejala, 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 tast September 15, 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 Nine Hundred Lighteen Thousand Fire Hundred Twenty Two Peace and 99/400 (P 318,522.99), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto bereby agree as follows:
The whole works subject matter of this Agreement shall be completed within 152 calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:
a. SP Ordinance No
 b. Bid Security c. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Cradit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

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

Fine immediate Flattern Thomsand Flat Hundred Twenty Two Fesos and 59/100

(P 978,522.99), 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 to the Rid and as agreed upon by the Contractor:

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two sundred Seventy five Thousand Five Sundred Sifty vix Feer's and 50/100 (P.275, 556-50).)

 Philippine Currency, in the form of Ferformance Bond as a measure of government 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. Comractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period:
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 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 Raid 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 productment of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE.
- 13. 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 conduct hereinafter referred to,
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elegrance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and ail disputes arising from the implementation of this Agreement shall be areasisted 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 anyiall of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITNESS WHEREOF, the parties have hereante signed this Agreement this 3.2.00 Zvezz at Antipolo City RIZAL PROVINCIAL GOVERNMENT Cliver guino Construction Entity/Firm/Corporation By: Βy. REBECCA A. YNARES **watine** Governor & Proprietor/Manager/President WITNESSES NOTARIAJ, ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
AND ON SCHAPE () S.S. REFORE ME, a Notary Public for and in Antipulo City, personally appeared the following Place Date Valid ID Presented Name/Entity Manila Passport No. P8779281A August 5, 2028 HON, REBECCA A, YNARES 71F - 182-314-289. Cliver agrice

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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This instrument, consisting of three (3) written and has been signed by the parties hereto a	pages including this page wherein this acknown each and every page hereof, refers to the Agre	wledgment is encent for
delujals, Pisal	day of 2 007 2020 at a few and Administration of the Administratio	MARIE L. SANTOS



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020.

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

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 Creek at Purak 5 (Itog Mingming), 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,

REBECCA Ă. YNARES

Governor **∜**

I acknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder:

10-28-2020

JUAN PAOLO MIGUEL E. MANLAPIT

KNOW ALL MEN BY THESE PRESENTS:

CONTRACTOR, WITNESSETTI, That,

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, dulexisting under Republic Act No. 7160, with seat of government at the Rizal ProCircumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represent its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE	vincial Capitol,
L. Pasoble see Development Corp. a sole proprietorship/private coorganized and existing under the laws of the Republic of the Philippines, with principal pand office address at Perig City Proprietor/President/General Manager, June Faulo Pierol P. Kanland of legal	lace of business ented that is

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15 s. 2020 ______namely:

citizen, single/married, resident of Pasts City hereinafter referred to as the

Construction of Stems Mesonry for Slope Protesties (portion) of Creek at Purck 5 (Hog Minquing), Srgy, 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. Bid in a public bidding held list 54 planter 15, 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 Six Million Four Rendred Fifty Rips Thomas Currency.

(P 6,459,090,40) Philippine Currency.

NOW. THEREFORE, for and in consideration of the foregoing premises, the parties hereto

i The whole works subject matter of this Agreement shall be completed within Cha Nundred Sirty _____ (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 📑 📭 2020
- Certificate of Availability of Funds
- t. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- Construction Schedule
- Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding cuvelopes
- h. Brd Security

hereby agree as follows.

- Addenda and Supplemental Bulletins
- Notice of Award of Contract and the Contractor's Conformingthereto.
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six <u>Killion Four Sundred Fifty Kine Thomsend Ninety Peros and 40/900</u> (P 6,459,600,40). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>One Fillion Rine Bandred Feirty Seven Figuration</u> inventualized Except Feven Feeds and 12/200 (P 1.937.727.12) Philippine Currency, in the form of Ferformance 3 and so 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 fielding 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 deration 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 resutation 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 remainate 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 pany, 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 half 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 Bareau 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 hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil hability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

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

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I N	OTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLOGOUPY.	S)) S.S.		
BEFORE ME, a Notary Pu	blic for and un Antipolo City, pe	rsonally appeared the	following
Name/Enoty	Valid JD Presented	<u>Date</u>	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
June P. alo Hignel P. Junia	p14 TR = 000-159-917		

a to the total tot	•
This instrument, consisting of three (3) pages including this pay written and has been signed by the parties hereto in each and every page he	ge wherein this acknowledgment is neof, refers to the Agreement for,
Construction of Stems Masonry for Slope Proteo Fursk 5 (Flog Mingming), Brgy, Bayege, Valojala, Miss	· conti
# 1 7 mm WITNESS MY HAND AND SEAL thisthy of AntipolabilityOnic, R. Za.	ATTY ANNA MARREL, GONTOS NOTARY PUBLIC TOTARY PUBLIC GERMANIA SUR THE PROPRIES OF PRIZAL
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 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 I, EUSEBIO ACE DEVELOPMENT CORP.—that work may proceed on the Constn. of Stone Masonry for Slope Protection(portion) of Creek at Purok 6,Brgv.Bayugo, Jalajata,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,

b

REBECCA A. YNARES GOVERNOON

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

TAN PAOLO MICETELE, MANI APIT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and hetween;

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

2. Susebio Age Development Corp.

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. Four Pasig City, hereinafter referred to as the CONTRACTOR WITNESSETH That

Construction of Stone Macoury for Slope Protection (portion) of Greek at Furck 6, Brgy. Bayugo, Jelajela, 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 **September 15, 2020**, has accepted and binds itself to undertake the construction and completees 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 Randred Tea Thousand Sight Sundred Fifty Seven Faces and 18/100**(P 4,910,857,18), 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 the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No 15, a. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e Construction Schodule
 - f. Request for Expression of Interest
 - g Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addenda and Supplemental Bulletins
 - Notice of Award of Contract and the Contractor's Conformity thereto.
 - k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2 in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the 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 Nime Hundred Ten Thomsand Agent Eunired (1fty Seven once and

 18/120

 (P 4.910.897.18). 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 presembed 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 scentre this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Con 1211100 Four fundred Seventy Three Thousand Two Sharited 112ty Seven Feeces and 75/100 (P 4.473, 257.45)

 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;
- 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 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.

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10 The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjostment of Contract Price and/or change of deep 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 tex payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

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Il known to me and to me known eknowledgment that the same is the resent. This instrument, consisting mitten and has been signed by the pacture tion of Stone at Purch 6, Bray, Boyago,	to be the same person/s who can free voluntary act and deed as a of three (3) pages including this rises hereto in each and every page. **Reconst for Slope Frate Jalajala. Risal.	page wherein this so bereof, refers to the ATTY has OCT 2020 1 2020 1	they respectively knowledgment is greement for: of Greek



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 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 Construction of Perimeter Fence of Barongay Hall Compound at Sitio Tabing Hog, Brgy. San Guillermo. Morong. Bizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA ATYNARES

Lacknowledge receipt of Inis Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

, SANTIAGO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between;

The PROMINCIAL COMPRESSION OF THE PROMINE OF THE PR

existing under Republic Act No. 7160, with seat Circumferential Road corner P. Oliveros St., Brgv. S its GOVERNOR, HON, REBECCA A. YNARES, E	an Rome Aminola City reseasement in this are t	-1

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Proprietor/President/General Manager. Journel ____ and herein represented by its citizen, single/married, resident of Korrant, cizal ... ___, of legal age, Filipuso , hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 18, e. 2020

Construction of Perinctor Fance of Sarangey Hall Compound at Sitio Taking Flog, Srgy. San Smillerme, Moreng, Missl

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 following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of -Con Hillion Wine Handred Six Thousand Tive Randred --- events Three Person and 52/100 --- (P-1,906,573,52...). Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within (96) 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. **48. 2020** b Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - Drawing, Plans and Specifications.
 - Construction Schedule:
 - Request for Expression of Interest.
 - Bidding Documents including all the documents/statements contained in the winning. bidder/s two (2) bidding cavelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletins.
 - 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;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Concentration Minus Function Six Thousand Five Rendered Seventy Three Peece and 52/400 (P 4 505 773 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 prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Rendred Seventy (no Thomsond Bine Sendred Seventy Two Febres and 66/100 (P571,72,06)

 Philippine Currency, in the form of Ferferance Rend 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 Justianice shall be obtained and majorained 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 Retorm 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 bquidated damages which shall payable by the centractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the fiquidated damages shall be at least equal to one-teath of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged teaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and retredies 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 RELATIONSINP 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 tex elemance from the Bureau of internal Revenue and a copy of its income and business tax remains duly stamped and received by the BIR and duly validated with the rax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without 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 partinent provisions of Republic Act No. 9187, and us 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 the appropriate court of the city/mun works is/are tocated.	or suit out of the implementation icipality of the Province of Riza	n of this Agreement, i) where the infrastru	shall belong to schare project or
in witness whereof, t	he parties have hereunto signed ntipolo City.	this Agreement this	day of
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{ se	TARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINES AND CONTROL OF THE PHILIPPINES))s.s. 51 <u>1</u> 54		
BEFORE ME, a Notary Pub	lie for and in Angioto City, pers	sonally appeared the i	Collowing
Name-Empty	Valid $\stackrel{\frown}{ ext{D}}$ Presented	<u>Dans</u>	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Jourel Santiage	212-862-431		
all known to me and to me known acknowledgment that the same is their present.	to be the same person/s who car free voluntary act and deed as t	xecuted the foregoing well as the entity that	instrument and they respectively
This instrument, consisting (written and has been signed by the par	of three (3) pages including this ties beteto in each and every page	page wherein this ac thereof, refers to the A	knowledgment is Agreement for:
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020.

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the Construction of Multi-Purpose Provincial DRRM Center at Brgy. Sun Pedro, Murong, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

Governor&

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

SEENEY B. SORIANO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

.soriano Construction	, a sole proprietorship/private corporation, duly
organized and existing under the faws of the Repul	hlic of the Philippines, with principal place of business
and office address at Moreon, Mich	and herein represented by its
Proprietor/President/General Manager. idday	of legal age, Filipino
citizen, single/married, resident of Korong	, Si38.1 hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	•

Construction of Bultipurpose Provincial TRAN Conter at Bray. Set Sedro, 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 _b ptender 15, 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 Theorem Million hims mundred pixty for the limited of the amount of the am

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 two interest. Platy 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 ___ \$6, s. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - 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
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby novements 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 Twelve Million Nine Eundred State Food Thomand Five Randwed Fifty Rine Peron and 81/100 (P 12,964,559,81). Philippine Currency, in considerance 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 have 14171 on Eight Rendred 15th Hipo Thousand 15th Eight Security of PESOS have 14171 on Eight Rendred 15th Hipo Thousand 15th Eight Security of Performance Sound as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all paper vidocuments 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 "Sauctural 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 inquidated and compensatory damages or restination shall be applicable in the implementation of this Agreement;

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

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

Without prejudice to administrative superions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted becefit 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

. IN WITNESS WHEREOF, the parties have becomen signed this Agreement this $\pm \pm \pm \pm \pm$ day of 1 2 BC7 2(28 at Antipolo City. ause war be denotable<u>der</u>e RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: ne**y Sori∷ng**.≕ Governos Proprietor/Manager/President WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) vŽľí**60æ∂_,c**u_ž YS.S.

g - 17 1% -BEFORE ME, a Notary Public for and in Shapolo City, personally appeared the following

Place Valid ID Presented <u>Date</u> Name/Entity Passport No. P8239281A Manila August 5, 2028 HON, REBECCA A, YNARES TSX = 233-c87-269 Samey Cortros

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

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:

Sometraction of Multipurpose Provincial DYAM Center at Bury. Same Fedro, Norone, Rizal

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WITNESS MY JIAND AND SEAL rbis _ Antipolo City Doe No	ATTY ARMA MARKE L. S. day of 2 OCT 2020, at Rizal Provincial Capitol official Provincial Capitol official Provincial Capitol official Provincial Capitol Official Provincial Capitol Adv. Marca, M. 97 Every Marca Capitol NOTARX APPLIANCE NO. 89: PS - Lessen Marca No. 89: MCLE Compliance Ro.M-36 Valid and April 14, 203	Cardona RIZA: Cardona RIZA: RIII RIII RIII RIII RIII RIII RIII RI



Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED.

12 October, 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 GKR BUILDERS—that work may proceed on the

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene)
for Evacuation Center at Bugarin Elem. School, Pilitja, Rizat
effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

lo 3 2026

Authorized Signature:

Name of the Representative of the Bidder:

CERATO KENN SJ. BILOG

KNOW ALE MEN BY THESE PRESENTS:

Inis A	UREEMENT made and entered into by and between:
Circumferentis	ROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Road corner P. Oliveros St., Brgy. San Roque, Antipolo City. represented in this act by DR, HON. REBECCA A. YNARES, betein referred to as the PROVINCE; and
Proprietor/Pres	existing uoder the laws of the Republic of the Philippines, with principal place of basiness address at
WHER pursuant of the	EAS, the PROVINCE declares that certain infrastructure works should be constructed in Sangganiang Panlalawigan Ordinance No. 16, 4, 2020 namely;
Constru Evecust	ction/Provision of Wesh Pacilities (Weter, Sanitation & Hygiene) fo Ion Center at Sugaria Flamontery School, Pililla, Rizal
Bid in a public he construction following stand	IIAS, the CONTRACTOR, warranting that it has the financial and, technical competence above said infrastructure works, has been declared as the Lowest Calculated Responsive bidding held last September 15, 2020 has accepted and binds itself to undertaken and completion of the above said infrastructure works strictly in accordance with the ards set forth in the bid documents, approved plans, program of works and specification in the amount of the amount of the landered Pairty Robston Four Emdred Pairty Section 19 1614.
NOW, erchy agree as	THEREFORE, for and in consideration of the foregoing premises, the names become
Documents, Ap	whole works sphject matter of this Agreement shall be completed within proved Plans, Program of Works and Specifications and supporting/related documents rated herewith and incorporated herein by way of reference, namely;
b Cesti c. Scop d. Draw c. Cons f. Reque g. Biddi bidde h. Bid S	rdinunce No. 16, 5. 2020 ficate of Availabelity of Funds a/Program of Work and Detailed Estimate ring, Plans and Specifications truction Schedule est for Expression of Interest ing Documents including all the documents/statements contained in the winning ar/s two (2) bidding envelopes
	ecurity
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nebosit issued in accordance to the Rules and Regulations implementing R.A. No. 9184.

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PPSOS time Sandroi Tirirty Thousand Four Sunance Fifty-Seven Peros 5 58/100 (P = 30,457,58), Philippine

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

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

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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.

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.

GKB_BUTTDERS Entity/Firm/Corporation	RIZAT, PR	ROVINCIAL GOVI	ERNMENT
sy:	By:	B	
Proprieton/Manager/President	. RU	EBECCA A. YNA: Governor Ö	RES
X 1	WITNESSES —	•	
LOUITA B. DE GUZM	AN MA	VICTORIA, B., T	EJADA
$\ell = s$	OTARIAL ACKNOWLEDGM		
EPÜBLIC OF THE PHRIPPINE NEUKGONIOTEK ZAL) (55) 8 S.	u.	
BEFORE ME, a Notary Po	iblic for and in Antique City, per	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
ON, REDECCA A YNARES	Passport No. P8239281-A	August 5, 2028	Mazila
RALD RAW 5.J. SILOG	TIK NO. 196-519-523		

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

Construction/Provision of Wash Facilities (Nates Eventuation Center at Bugarin Elementary School,	Section of hygione) for
WITNESS MY HAND AND SEAL thisday of ARCEORES RV HAND AND SEAL thisday of ARCEORES RV TAIL Doc No Page No Book No Sents 20_45	ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC NOTARY PUBLIC NOTARY PUBLIC Timit production General State of Rizal Unit December 31 00-1 Asm Matc. No. 15000 PURN O 13 100-1 NOTARY PUBLIC Diomeys No. 69:250 SP Lifetime Member No. 0:6632 / Rizal MCLE Come a tee No.V. 0007683 Voic engil Appl 14 2022



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 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 Repair/Repainting/Improvement of Ynares Multi-Purpose Building & School Mini Playground at Brgy. Niogan & Brgy. Quisan, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor&

Lacknowledge receipt of this Notice on:

60-12 723**7**3

Authorized Signature:

Name of the Representative of the Bidder:

ARSELM, GOTO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 us GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
A. P. TITO CRESTRUCTION organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Philocopenses</u> 2001, and herein represented by its Proprietor President General Manager, of legal age, Filipine crizen, single/married, resident of <u>Stremponen</u> , Razel, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, 3, 2020namely:
Secotr/Repainting/Improvement of Spaces Rultt-Respose Suilding & School Mini Playground at Brgy. Nickan & Brgy. Grisso, Pilille, 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>September 15, 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 in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Five laundred Sixty-Trace Trace Five Hundred Seventy-Tvo Peros 8 09/100</u> (P 363, 372.1), 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 Fifty=190 (22) calendar days, in accordance with the provision of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No15_
bidder's two (2) bidding envelopes

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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 PROVENCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Bandred Sixty-Torse Thousand Pive Bordred Few aty-Two Pesos 4 09/107

(P 563,572,07). 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;
- 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 compossatory damages or restitution shalf 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 (0.061) 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 laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE:
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYER RELATIONSHIP with the GONTRACTOR 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 Acr No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract heremafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes ansing from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

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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 tiable for civil liability or damages, which may either consist of liquidated damages and restination for the damages done of the forfentire in favor of the government of any unwarranted benefit derived from the act of acts in question or both at the discretion of the Courts

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

1 2 TOP S2020HEREOF, the	o parties bave hereumo signed tipolo City.	l this Agreement (hus day of
A.M. COTO CONSTRUCTION Entity/Firm/Corporation	RIZAL PRO	OVINCIAL GOVE	ERNMENT
By: Asphas	Ву:	B	
Proprietor/Manager/President	RY	BECCA A. YNAI Governos	RES
/39]	WITNESSES		
LOLITA'S, DE EUZMAN	MA.	VICTORLE B, T	EJADA
NOTA	ARIAL ACKNOWLEDGMI	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLOGICA, R. P. P. P. S.S. ANTIPOLOGICA, R. P. P. P. S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, pers	onally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
RON REBECCA A YNARES	Passport No. PS239281A	.4ugu≰ 5, 2028	Manila
ARMEL M. GOTO	113 30, 237-410-542		
all known to the and to the known to acknowledgment that the same is fixed to present	he the same person's who enee voluntary act and deed as w	Recuted the foregoing the	ing institutions and at they respectively
This instrument, consisting of di written and has been signed by the parties	hree (3) page, including this ; shereto in each and every page	page wherein this a hereof, refers to the	acknowledgment is Agreement for:
Repair/Repainting/Improvene Playground at Brgy. Wiogen	ent of inaces sufficient	rose Beilding	
WITNESS MAY HAND AND SEA	AL thisday of		ANDTARME L. SALVIU NOTARM BURNO Migranding Caption No PROVINCE OF REAL
Dae No. <u>481</u> Page No. <u>48</u>		_	Unit December 1 Aced Agen (Sent) Sent (Sent)
800k No. / Sentes 16 (90)		NOTARY B O	andredo asys Art. 19280 no Number No. 016637 (d.
		MOLE	nto werderner vices; in Compagnes (ko Vi400765) Sio utrit April 16, 2023



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 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/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Geranimo Elem. School, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours

REBECCA A. YNARES Governor &

Facknowledge receipt of this Notice on: 10 13 2020

Authorized Signature:

Name of the Representative of the Bidder:

GERAZD KENN SJ. BILOG

KNOW ALL MEN BY THESE PRESENTS:

This AGREAMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, become 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 (1970), 1920), and herein represented by its Proprietor/President/General Manager, GPRAID KONR S. J. RUDG, of legal age, Filipinto citizen, single/married, resident of (1970), Sizel, 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. 16, 9, 2020 namely:
Construction/Provision of Wesh Patilities (Water, Sanitation & Mydiama) rot Evacuation Center at Caronism Elementary School, Addrigues, 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 lastSeptember_152020_, 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 arrownt of
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within \(\partial \partial \partia
200 Automoni No. 35 a. 2020
a SP Ordinance No. 16. • 2020 b. Certificate of Availability of Punds
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 wirning 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/NECC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract:
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundrer Four Processed Seven Standard Pichtern Pesos 5 32/100 (P_904,716,52) 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 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 Covernment 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. NO FAMILIED Seventy—One Thousand Four Handred Fifteen Pesos © 50/100 (p. 271,415.55)

 Philippine Currency, in the form of reaches time for 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 "Smuetural 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 Acr 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 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 Progunug Entity may reseind or reminate the contract, without prejudace 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 Burcan of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the perforent 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 sust our of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

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Entity/Firm/Corporation	_		
By Sh	By:	A	
GERALD KEAN S.J. BILOG	R	EBECCA A. YNAF	ES.
Proprietor/Manager/President		Gavernog	
	WITNESSES		
LOLITA B. DE GUZMAN	MA	. vісто ж а в. т	EJADA
NOTA	RIAL ACKNOWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES) A 太似也但如此实体 的ZAL (S.S.	. ~ 1%	,	
BEFORE ME, a Notary Public	for and in Analytic City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Dаф	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
GERALD REds. Sad. DIRECT	12: (8: 100-2)-c.		

an knowle to the and to the spown to be the settle person's who executed the toregoing instrument and authorwhedgment that the same is their free voluntary act and dood as well as the entity that freey respectively present.

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

Construction/Provision of Wash Facilities (Mater, immission & Rygiene) for Evecuation Center et Geronimo Flementery School, Redrievez, Rizei

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MOI E Compilarice No.VI 009798)
Valid Jost Agril 14, 2022

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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020.

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Southville 8B National High School, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

10.19.302

09/15/2020 # 19

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 sear of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
LAIN SOFIESTS. 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 5\cdot 2\cdot
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 22, 2 2020 namely:
Constitution/Expansion of Mesh Sectifities (etcs, Senitation & Symions) For Evecustion Center at Goodby: No Sectional right School, Redriguez, Rizal WHEREAS the CONTRACTOR programme that it has the formulated and setting
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical corropetence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
Bid in a public bidding held last Septemen 15, 2020, has accepted and binds itself to undertake
the construction and completion of the shove said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved plans, program of works and specification in consideration of the amount of Eight Emissed Sixty-Foot Program Two Hundred Sixty-Foot Program Of Philippine Currency. [P. 874, 272.43] Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
In the whole works subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed within a subject matter of this Agreement shall be completed 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. 15, s. 2020
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. Building Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security
i. Addenda and Supplemental Bultetins
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 implomenting 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:
Eight tallice civily-roof regularity for pay the CONTRACTOR the amount of PESOS

Contency, 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;
- 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 fiquidated 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 researd 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 und/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 untitle 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 Burçau 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.
- US. 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 agrictions 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 aspectment/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9134, 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.

Purisdiction 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 ix/are located.

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IN WITNESS WHEREOF, the fig. 12 OCT 2020 at An		d this Agreement th	os day o	of
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Ву:	By:	3		
ACCOMILAROMAN	RI	EBECCA A. YNAR	£S	
Proprietor/Manager/President		Governor		
LOLITA BUDE GUZMAN	WITNESSES	J L VICTORIA B. 21	EJADA	
/ 0	arial acknowledgm			
REPUBLIC OF THE PHILIPPINES)	.*			
ANTEROLOGIES ZAL) S.S.	W. R124			
BEFORE ME, a Notary Public	e for and in Amarolo City, pe	rsonally appeared th	c following	
Name/Entity	Valid ID Presented	Date	Place	
HON, REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Mania	
<u>14 MANA MALIPROMA</u>	$T_{\rm LC}^{\rm opt} = (1, 1, 1, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2,$			
all known to me and to me known to	be the same person/s who	executed the forego:	ino insertacena su	rl£

acknowledgment that the same is their free voluntary set and deed as well as the entiry that they respectively present

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

Constitution/Provision of Nash facilities (Dates, Capitation & Hygiene) for Execustion Center at Southville & Dational High Control, Sections, Paral

John Costmon 20 24 Page No. 1 NOTARY PUBLIC No. 1 Sense 20 24 Review No. 68250	WITNESS MY HAND AND SEAL this AMINOONS, REZALL	day of 2. OCT 2020 AT REAL PHONON CAPITAL SERVICES
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020.

MR. NICKERSON H. SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizal

Dear Mr. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to NICKERSON CONSTRUCTION—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) for Evacuation Center at Eastwood Greenview Phase 3B, Radriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governore:

Lacknowledge receipt of this Notice out-

Authorized Signature.

Name of the Representative of the Bidder.

10-10 8022

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CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

This MONECOLE, I made and chiered into by and between.
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Nockriguez, 1201 and heroin represented by its Proprieter-President-General Manager, 100 Tentral Sacration of legal age, Filipino citizen, single-married, resident of 100 Tentral Resident of 100 Tentral Resident referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Paulalawigan Ordinance No. <u>16</u> , 9, 3,29
Construction/Provision of Wesh Facilities (Seter, Canitation & Hygiene) for Evecuation Center at Restwood Secunitar Phase 3:, Rodriguez, 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 Cakadated Responsive Bid in a public bidding held last September 15, 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 hid documents, approved plans, program of works and specification in consideration of the amount of Sight Burdred Sixty-Four Thousand Four Hundred Law Tesses 3 39/100 NOW. THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within 2 bixty () 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. 10, 4, 4020 b. Certificate of Avaitability 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 Comract 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

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- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight rionarce circy-coor Prousent Four (P. 1000 & 2)/100 (P. 1

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

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

 [Nonty Pasos 3 42/10]

 [PASO, 320, 42

 Philippine Currency, in the form of regrets 2000 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 Goeds, 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 person for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procurung Entity may rescind or terminate the contract, without prejudice to other courses of acnous 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 accordance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYEE-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 in 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 debvered 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 admitted 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 anyrall of the provision of this Agreement, the bidding documents or any agreement/antioraking 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

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		сания франса ш	r ronowink
Name/Entity	Valid ID Presented	Date	Place
IN REBECCA YNARES	Passport No. P8239281A	August 5, 2008	Manila
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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

2	contractor of the factor of
Construction/Provision of Wash Facilities (Water, San Evecuation Center at Eastwood Greenwier Phase In, 1989)	riguwa, fisel
WITNESS MY HAND AND SEAL this day of Antipolar City. Doe No 489 Page No 991 Book No. 7 Senat 2030	ATTY ARMA MARIE L. SURTOS at Rizel Production Coperation or Angel Production Coperation of Inches Particulated of Rizel And American Surgery at American NOTARY PRINTED Victorian Coperation (SP Lifetime Victorian Inches Production MCLE Communication of the American

MCLE Complication No.VI-0007650 Verid motified 14, 2027



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 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 Construction of 15x30m Ynares Multi-Purpose Covered Court (Rafter Type) at Villa Ana Maria Subd., Brgv. San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

ď

REBECCA A. YNARES

Governor at

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

EAN PAOLOMIGUEL E. MANLAPIT

09/15/2020 # 21

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

L. EISEBIO 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 Pagin City—, and herein represented by its Proprietor/President/General Manager, 30.600 ACE, 10.000 F. 10.0000 of legal age, Filipino citizen, single/marned, resident of 1991, City—, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

Construction of Likion Ynergs (With-Purrose Covered Court (Refter Tyre) et Ville Arm Naria Subd., Brgy. San Jess, Bedriquez, Rimal

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 September 15, 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 Million One Mandred Milety-Nine Thomas Creeks and Section Creeks and Eligibly-Nine Peters 4 93/100 (P 4,199,189, 15), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within the Provisions of the Bid Dopuments, 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. 16, 5. 2020
- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications.
- c. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding 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 Hillion the Entered Binety-Rine Thousand. The Andred Eighty-Hine Peros 5.

 957100 (P 4,197, 189, 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 specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Smictural 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.) he 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 certulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resoind or reminate 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 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;
- 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 rax returns duly stamped and received by the BJR and duly validated with the tax payments made thereon.
 - 15. Any and all disputes arising from the 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 beseto 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 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.

at Antipolo City.

IN WITNESS WHEREOF, the parties have hereumo signed this Agreement this ______ day of

CORPORATION	/ RIZAL PRO	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		Á	
Ву:	By:	45	
JOHN PHOLO MICHEL EN MARKE	PIT RE	BECCA A. YNAB	ŒS
Proprietor/Manager/President		Governor ⊱	
1/V	WITNESSES -		
(32)	1711.13731.33	_ ,	
LOLITA A DE GUZMA	N MA.	VICTORES B. T.	EJADA
NO	VTARIAL ACKNOWLEDGME	ENI	
REPUBLIC OF THE PAILIPPINES	S)		
VALUE OF COMMAND (S)	$\mu = \pi D$		
BEFORE ME, a Notary Pub	lic for and th Knupolo City, pers	onally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239280A	August 5, 2028	Manila
JUGH PARED DIGGEL TO TWEE	PZT 70: Www.coc+154-017		
all known to me and to me known acknowledgment that the same is the present.	to be the same person/s who e is free voluntary act and dood as a	xecuted the forego	ing instrument and at they respectively
'this instrument, consisting a written and has been signed by the particular transfer.		hereof, refers to the	e Agreement for.
Construction of 15x30m Year Ville Ame Harts Subd., Erg	res Multi-Purpose Coverac y. San Jose, kodrigadz, 1	: Court (Refte: Rize)	r Tyre) at
WITNESS MY HAND AND Antipolo City.	SEAL thusday of	OCT 2020 Sar Saza	- NOTAKY PUBLIC ≱Provisionat WaptroS Ce rdona The PROVINCE OF <u>REZ</u> AU
Doc No. 478		_ 1	PTP VAN CONTROL Regal
Book No. / Series 20 -		MCLE	接触されている98 代の 59256 (30 Member No. 03663273)ま (0013/Fance Mo.V.) 0037680 (aud ustil Ansc 14 - 2022



Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020

MR. DANDY B. MORADA D.B. MORADA CONST. COMPANY Rodriguez, Rizal

Dear Mr. Morada:

The attached Contract Agreement having been approved, notice is hereby given to
D.B. MORADA CONST. COMPANY that work may proceed on the
Construction of 2-storey Ynares Multi-Purpose Bldg, at Kasiglahan Village
(Phase 1A), Brgs. Nan Jose, Rodriguez, Rizal
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governord:

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Biddon.

أسروده عا عز

DANDY B. MORADA

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

D.B. MORADA CONSTRUCTION COMPANY , 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 ROLLIGUOR, 1822, and herein represented by its Proprietor/President/General Manager, 1980 B. HORADA effection of ROLLIGUOR, RIZZI bereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 18, 8, 2020 namely.

Construction of 2-storey Ynarca Multi-Purcose Fldg. at Kasiglaban Village (finase 1A), Brgy. San Jose, Rodriguez, 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 <u>September 15</u>, 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 <u>Turee William Two Hilliam Physics Three Thousand Sandards Resident Three Three Three Thousand Sandards Resident Three Three</u>

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 Uniting Jose (140) 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. 18, s. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - C 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 coverageds with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 5. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Trace villion Tee Fundred Eighty-Three Thousand Seven Randred Eight Fesos (P 3,263,708.95). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works andess 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 Contract or;

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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;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Nine Hundred Eighty-Five Processed One Mandrest Twelve Processed Self-100</u> (P 985,112,59)

 Philipping 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 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 Audining Manual (GAAM), unless otherwise meansistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restination shall be applicable in the implementation of this Agreement;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safery, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- Five 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 mountage as respectively assigned to them in the conditions of the contact 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 ladaustry 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 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 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

D. WITNESS WHEREOF, th	ė parties have hereunto signa tipolo City	ed this Agreement th	is day o
B. MORADA CONSTRUCTION COMPA	NY RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
	By:	3	
DETTY A YOUADA	R	EBECCA A. YNAF	æ\$
Proprietor/Manager/President		Governor	
1/8	WITNESSES -	∲	
LOLITA B. DE GUZMAN	M	a, victoria b. t	EJADA
NOT	ARIAL ACKNOWLEÐGA	MENT	
REPUBLIC OF THE PHILIPPINES) ANNIE (SANGURY ZAL) S.S.	- 12P	41-	
BEFORE ME, a Notery Public	ofor and in Anti-bib City, po	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Piące
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
DAMDY E. MORMON	AIG 80. (36-176-28)		
all known to me and to me known to seknowledgment that the same is there in present.			

This instrument, consisting of three (3) page written and has been signed by the parties bereto in each	es including this page th and every page her	e wherein this acknowledgment is eof, refers to the Agreement for:
Construction of 2-storey Yneres Multi-A (Finase IA), Brgy. San Jose, Rodrigues,	Purpose Alaga 95 Rizal	
WITNESS MY HAND AND SEAL this 各局務務的好限了ZAL	1 2 UC) day of	2028 TY MANNE MARKE L. SANGOS NO SARY PUBLIC NO SAR
Doc No 480 Pega No 19 _ Book No 1		Unyl Macamber 31, 2005 Admi rjepter Ko, 2, 1005 PTR NOR MEM Resul NOTAR Republic for pays No. 39230 By Ukelime Momber No. 316832 (Rick)
Series 20 🚓		MCLE Compliance No.VI-000788 1

Valid until April 14, 2027



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020

MR. CARLOS S. GERONIMO C5GER CONSTRUCTION CORPORATION Rodriguez, Rizal

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION—that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court at Manggahan Elem. School, Brgy. Manggahan, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA DYNARES

Governors'

Lacknowledge receipt of this Notice on-

10-12-2000

Authorized Signature:

Name of the Representative of the Bidder:

CARLOS S. GERONIMO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at 00.25 000, 5001 and herein represented by its Proprietor/President/General Manager, of legal age, Filipino citizen, single/married, resident of 1, 47021, 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. $\frac{2\pi}{2}, \frac{\pi}{2}, \frac{2\pi}{2}$ namely:

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WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 12, 1020, 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 fallion large isotation Sixty-Six Thousand Seven Consideration of the amount of One fallion large isotation. Sixty-Six Thousand Seven Consideration in the bid documents approved plans, program of works and specification in consideration of the amount of One fallion large isotation. Sixty-Six Thousand Seven Consideration of the amount of One fallion large isotation.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (all 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 ____ 10, s. 2020
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - Construction Schedule
 - f, Request for Expression of Interest
 - g Bidding Documents including all the documents/statements contained in the wirning 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 PPSOS the Silition Teree landers Sixty-Six Provided Seven August Tagety-Six (P. 23-20) A 37/100 (

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date!

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his partie 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 wir:

"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 laws:

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

- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, 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 since, 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 sismoed and received by the BIR and duly validated with the rax 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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gez,

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 us implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or dumages, 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.

<u>CSA Date 1:000210 a Concessión</u> Entity///inte/Corporation	ifer RIZAL P)	ROVINCIAL GOVE	RNMENT
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lo.	WITNESSES	Ð	
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REPUBLIC OF THE PHULPPINE ANTIROLOGICATYZA:) S	.S	ic	
BEFORE ME, a Notary Pu	blic for and in Antiperio City, pe	asonally appeared th	c following
Name/Entity	Valid ID Presented	Date	Piace
HON REBUCCA A YNARES	Passport No. P8239781A	August 5, 2028	Manita
CARLOS GEROMENO	157 (J. 108)		

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

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Dec No. 44.8 Page No. 101 Societ 20 70	an in the PROVINGE OF RIZAL Draw Described W. Prizal NOTARY PUBLIC E FOR PRIZAL

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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020

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

Dear Mr. Geronimot.

The attached Contract Agreement having been approved, notice is hereby given to
CSGER CONSTRUCTION CORPORATION—that work may proceed on the
Construction of Ynarcs Stage at Congressville Subd., Brgy. Manggahan, 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,

REBECCA A. WARES

Governor 4

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

. .10<u>178-7</u>2-22

09/15/2020 # 24

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 soat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Secritoria, 1991, and herein represented by its Proprietor/President/General Manager, 1991, 1991, and herein tepresented by its Proprietor/President/General Manager, 1991, and hereinafter referred to as the CONTRACTOR, WITNESSETTI That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggemang Panialawigan Ordinance No. 15, 5, 12, 2, 10 namely;
councingues, Hisek
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 September 15, 7026, 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 1006 laments approved plans, program of works and specification in consideration of the amount of 1006 laments approved plans.
Peros 3 34/100 (P 976, (%1.34), Philippine Currency,
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Seventy-51x (16) calendar days, in accordance with the provisions of the Bid Documents, Approved Place, Program of Works and Specifications and supporting/related documents.

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

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;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS NITE INDUSTRIC SOVERES - 1206-7076 | 1206-5-34/100 | (P 5/2,051.34), Philippine

this Agreement in conformity with the province of the Contract;

gage ---

- 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 managers is necessary. There are a property of PESOS Two managers is necessary from Performance of the performance of the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewill, 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 tasurance 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 us implementing Rules and Regulations and Republic Act No. 7.60, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the fiquidated 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 hoter 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 beginning referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly standard and received by the BIR and duly validated with the tax phyments 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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. Lage 1 referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to reson 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/undortaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its lamplementing 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.

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Entity/Firm/Corporation	NILAD II	to TETERM TO TE	201.122.1
By: Office	By:	6	
CANAL CHESTON	R	EBECCA A. YNAF	ŒS
Proprietor/Manager/President	•	Governor &	
LOLITA B. DE GUZM	AN M OTARIAL AÇKNOWLEDGA		EJADA
REPUBLIC OF THE PHILIPPING AND POLOCITES: 12	ES) S.S.	i <u>-</u>	
BEFORE ME, a Notary P	ublic for and in Antipolo City, p	ersonally appeared th	e following
Name/Entity	Valid ii) Presented	Date	Place
HON REBECCA A YNARES	Pausport No. P8239281.A	Augu≪ 5, 2028	Manita
•	77177, 19471472		

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

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

Constituentian of Masset Ettane to Compassivella Louis, Suga Sengratian, Colifegues,

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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 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
Improvement/Rehabilitation of Electrical Lighting System of Ynarcs Multi-Purpose
Covered Court at Brgy. Macabud & Brgy. Muscop, Rodriguez, 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 seturn the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

<u> (c. 181</u>2630

09/15/2020 ± 25

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENY made and entered into by and hetween:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, betein referred to as the PROVINCE, and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. $\frac{18}{18}$, $\frac{2}{18}$, $\frac{2}{18}$, $\frac{2}{18}$ namely:
— Absolute Sephilitation of theoretes, (3) has a System of America Sulti- currence towards Sourt of Tury, Sets-of Colony, American, American, State
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 Sectionary La, 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 Sectionary Board Street Streety-Sour Thomsand Save to the second Section Section Section (P. 2.75-772.77), 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 https://doi.org/10.1007/j.co/end/478 (76) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 18, 5. 2020 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 Javanese

gaeg.

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i. Addenda and Supplemental Bulletins

biddet/s two (2) hidding envelopes

- Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate NFCC/Certificate of Cash Deposit issued in accordance to the

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

Rules and Regulations implementing R.A. No. 9184

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

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- Contractor undertakes to post a warranty security to guarantee performance of his
 responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
 period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether 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 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 faforementioned 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 arbitrature under Republic Act No. 376, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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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 reson 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 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 WITHERSON THE STEEL OF AN	e parties have hereumo signo rápolo City.	đ this Agreemant i	his day of
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	ŘI	BECCA A. YNAI	RES
Proprietor/Managor/President		Governor 🔱	
	WITNESSES —	8	
LOLITA B. DEGUZMAN	MA	. VICTORIA B. T	EJADA
l NOT.	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES)			
ANUTONO FUZA.)S.S.			
BEFORE ME, a Notary Public	: for and in Antipolo City, per	sonally appeared th	c following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A YNARES	Passport No. P8239283.4	Assgast 5, 2028	Manila
<u>Comparation</u>	42/3/2 3/5-3/49/42	_	
all known to me and to use known to acknowledgment that the same is their foresem.	be the same person's who c	Necuted the forego	ing instruction; and at they respectively
This instruction, consisting of written and has been signed by the partie	three (3) pages including this is hereto in each and every page	page wherein this ; hereof, refers to the	scknowledgment is Agreement for:
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman.

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

Improvement of Ynares Muhi-Purpose Covered Court & Construction of Fence at Eastwood Residences, Phase 8/84, Brgy. San Isideo, Rodriguez, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

[O (3 30 io

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Curcumferential Road comes P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Percey, 11 = 1 and herein represented by its Proprietor/President/General Manager, Proprietor/General Manager, Prop
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pandalawigan Ordinance No. 18, 8, 2020
,	Increment of Theres Noith-Europse Covered South & Construction of concerns Essenced Besidences, Phase 2/2/, Tay. Oan Isideo, Redrigues, 1231 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 South Lower to, 2000, 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 Gos Million South European Rought Three Peace & 60/100 (P.1,411,137,68), Philippine Carrency.
	NOW. THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
	I. The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 18. 8. 202. b. Certificate of Availability of Funds c. Scope Program of Work and Detailed Esamate 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 texter 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 PFSOS (329 //1111on Four Sundged Tieven Thousand Three //whiteon Sixty-Itage //2019 // 9 ap/100 (P 1,411,363.68). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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;
- 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 maiotained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether Inquidated and coarpensatory 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 rescend or terminate the contract, without prejudice to other courses of action and remedies available moder 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 phyments made thereon.
- §5. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative 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 hability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over early 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 WIEEREOF, the - 1 2 OCT 2020 at Auti	parties have kereunto signed polo City.	this Agreement thi	s day of
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Entity/Firm/Corporation	_		
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SENATO DILLARCHAN	RE	BECCA A. YNAR	ES
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/.	RIAL ACKNOWLEDGMI	(
REPUBLIC OF THE PHILIPPINES) ANERSIANSTRIZAL)SS BEFORE ME, a Notary Public	for and in Antipolos Sity, pers) onally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
REGATO VILLARCHAN	10 T. 119-061-648		
all known to me and to me known to seknowledgment that the same is their fr present	be the same person's who erec volumery act and deed as v	xecuted the feregoin well as the entity tha	ng instrument and tithey respectively
This instrument, consisting of a wratten and has been signed by the parties	hree (3) pages including this shoreto in each and every page	page wherein this a hereof, refers to the	cknowledgment is Agreement for
Improvement of Ymeres Builti-S Esstated Residences, Phase 6/			
WITNESS MY HAND AND SE AUSTRICAGO, ROZAL	AL this	4020 or Ango	A Sir A Sir A South Comment of the C
Dat No 400 Paga No 35 Book No. 1 Sene: 20 <u>70</u>		NOYARY Pide Ros	ne FROM BIOF OF R IZA July - Jacen de Sil Lag - Ason (Messendo J 150% (LaC Mo J 1740% Silce) Jefako 17740% No. 38360 Messecolo - 1018802 (Bio

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OPFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020.

MR.NICKERSON B. SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizal

Dear Mr. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to NICKERSON CONSTRUCTION—that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court & Construction of Welcome Arc at Brgy. San Jose & Brgy. San Isidro, Rodriguez, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor ≽

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

|o|13-7*{*i

NICKERSON H. SACUN

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

this reduced the by and order
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 Capitot. Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, bettern 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 hours, and herein represented by its Proprietor/President/General Manager, 12(1) 88(2) (10.2), of legal age, Filipino entizen, single/married, resident of 10.001 (10.2), 10.201, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in persuant of the Sangguniang Panialawigan Ordinance No. 10, 14, 5, 4020 namely:
improvement of Ynares Multi-Furnase Toward (pear & Construction of Walcons Arc at Ergy. San Jose, & Ergy. San Island, Achtiques, 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 September 15, 200, 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 Nino lastered Sevandy-One Proceeding Publication (P. 271, 709-1). [P. 271, 709-1], 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

- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents iteluding all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- i. Addeoda 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
- to 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 (New York Seventy-One Thousand Francisco Mine 1950s 2 12/18).

 (P. 771,700, 10), 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 may Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS "the Nontreal State of Theorems Five Symptotic Performance Security of PESOS "the Nontreal State of Theorems Five Symptotic Performance of Performance of Performance of Symptotic Performance of Performance of Performance of Performance of Symptotic Performance of Performa
- 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, etherwise 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), upless 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:

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- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the countaitive 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 contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on rime, failure to do so will entitle the PROVENCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns daily stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes ansing from the implementation of this Agreement shall be submitted to arbitrations under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the partinent provisions of Republic Act No. 9184, and its haplementing 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.

Implementation 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.

NICHERSON CONSTRUCTION	RIZAL PRO	OVINCIAL GOVE	RNMENT
Entity/Fign/Corporation	_		
By: MALD	By:	f.	
VICTORSON EASON	RF	BECCA A. YNAR	ES
Proprietor/Manager/Presigent		Governor	
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REPUBLIC OF THE PHILIPPINES) ANTIPOLOGICAYY S.S.	20 30 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		S. Danis
BEFORE ME, a Notary Public	e for and in Antipolo City, per	sonany appeared m	e ronowing
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA TOWARES	Passport No. P8239281A	August 5, 2028	Manila
/VB5.3694 Pv4.	21-150. 412-150-110		

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 present

This instrumeer, 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 Agreement for:

Improvement of Ymeres Multi-Fucrose Covered Court ' Construction of Melecuse Are et Orgy. Sen Jose 3 Sigly. Sen Islamo, Rodrigues, andel

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Amipolo City. 🕤 🗇

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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 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 Improvement of Ynares Multi-Purpose Covered Court & Construction of Constort Room at Brty. Sto. Niño & Brty. Malanday, San Maleo, 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 rotten the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

POREIRIO P. MINA

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and herween:
The PROVENCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Autipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
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 107.7 and herein represented by its Proprietor/President/General Manager, 11.1.2.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panislawigan Ordinance No. 275 34 2220 namely:
Themove and of Masses Multi-Muscoss Powered Court & Construction of Confort Acoms at Bugg. Sto. Wino & Arry. Saladay, Can salad, Size!
WHEREAS, the CONTRACTOR, watranting that it has the financial and, technical competence to audientake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held lastSection = 15, _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 ofOse = 1211(0)DinceDincetedDinceteDincetedDince
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Seventy (1/2) 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. 18, s. 2020
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 bidden/s two (2) bidding envelopes
h. Bid Security
i. Addersia 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;
5. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hillion that hundred Twenty-Ties thousand through the contract through the co

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

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

- 4. The CONTRACTOR wartants 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 Tive interest Sevency times Independent Octobe Sevency in the form of regionalizes 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 Sidding 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 direction of the Contract, a Contractor's All Risk fusurance 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 Madual (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:

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

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 betelo 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 layer 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 esty/municipality of the Province of Rizal where the infrastructure project or works is/are located.

Equity Firm Corporation	RIZAL PI	ROVINCIAL GOVE	RNMENT
By:	By:	6	
ictir io sin	R	EBECCA A. YNAI	RWS
Proprietor/Manager/President		Governor3-	
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REPUBLIC OF THE PHILIPPINT	(S)		
William Outer)	8.S.		
BEFORE ME, a Notary P	S.S. ablic for and in Employolo City, pe	rsonally appeared th	e following
Name/Entity	Valid IO Presented	Date	Place
HON, REBECÇA A YNARES	Passport No. PR239284A	August 5, 2028	Manila.
FORWERING MINA	TI. 104-134-13-16		

This instrument, consisting of three (5) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Improvement of Theres Multi-Purpose Governo. Court 1 Construction of Confort

Soom at Pray, Sto. Nimo & Bray, Melanday,	San Garcon, Sigal
WITNESS MY HAND AND SEAL this Antipolo City, R174 Doc No495. Page No Book No Scriet 20 76	day of 12 OCT 2020 Kizar Parilles Capacity of the for Angenty Bine Reports & Carmons William Reports & Carmons Using Secondary Construction (Capacity Construction) (Capacity Capacity Construction) (Capacity Capacity
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 October, 2020

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

Dear Mr. Geronano:

The attached Contract Agreement having been approved, notice is hereby given to
CSGER CONSTRUCTION CORPORATION—that work may proceed on the
Construction of 10x18m Ynares Multi-Purpose Covered Court (Badminton Court)
at La Mar Village, Brgy. Guitaung Bayan II, San Matea, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor**∛**

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

(n 13 2026

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

CSCER CONSTRUCTION CONFORMATION		bujetots pib /b	rivate corporati	ion, duly
organized and existing under the laws of t	he Republic of the Philipp	ines, with pr	incipal place of	business
and office address at ?0x @_ Proprietor/President/General Manager,	tou. Nocl , an	nd facrein	represented	by its
	V 371. (\$\frac{1}{2}\) (\$\frac{1}{2}\)		of legal age,	Filiputo
citizen, single/matried, resident of CONTRACTOR, WITNESSET; I, That,	Marital, 1991.	bereinafter		

Construction of 10x16m Yapres Fully - Paperse Covered Court (Beschoten Court) at is Man Village, Bogy, Guitnes France II, Com Stoo, Missi

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last September 13, 2020, has accepted and biads 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 Militon Forty-These Thousand Nine therefore in the property of the amount of Two Militon Forty-These Thousand Nine therefore Carrency.

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

- 1. The whole works subject matter of this Agreement shall be completed within bit in 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. 18, 5. 2020
 - b. Conflicate 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 wirning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addenda and Supplemental Bulletias
 - 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 berefy 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 (wo Million Forty-Shree Thousand Nine sandred in 1917 19805 & 07/107 (P 4,042, 900,07)), 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 names 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 Agroement, the Contractor has posted the required performance security of PESOS SIN TOWNER TOWNER TOWNER TOWNER OF PESOS SIN TOWNER TOWNER TOWNER OF TOW
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occarring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7.60, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or resumtion shall be applicable in the implementation of this Agreement;

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"All contracts executed in accordance with the Act and this IRR shall contain a provision on fiquidated damages which shall payable by the contractor in case of brench 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 emount of the contract, the Procuring Entity may resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the informationed 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 Consract 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.
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- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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/ 89	OTARIAL ACKNOWLEDGA	ient (
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WEIGHTO CITY) 3	i.S.	<u>.</u>	
	blic for and in Antipolis City, po	rsonally appeared da	e following
Name/Entity	Valid (D Presented	Date	Place
ON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2026	Months
CARLOS (SECONDO)	THE ROY OF CHIEFLAND		

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

Construction of 10x18e Years Sulti-Survey Court (Sedminton Court) et La Mar Village, Brey. Guitneng dayan 17, Rep. Marc. mizai

WITNESS MY HAND AND SEAL this ACCEPTAGE OF THE COLUMN THE	day of 12 UCT 2008 Production of August 1985 And And August 1985 And
	ARIC NOTE AND AREA SECS.