



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to **DIAZ AQUINO CONSTRUCTION CORP.** that work may proceed on the *Repair & Renovation of School Canteen & H.E. Room at Janosa Elem. School, Brgy. Janosa, Binangonan, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

11/06/2020

Authorized Signature:

Name of the Representative of the Bidder:

PAOLO OLIVER D. AQUINO

10/06/2020 p 1

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS three hundred thirty nine thousand one hundred ninety three pesos and 09/100 (P 339,193.09) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 05 NOV 2020 day of Antipolo City, ANTIPOLO CITY, RIZAL

Angelo Corp. Corp.
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. PR239281A	August 5, 2020	Manila
<u>Angelo Corp.</u>	<u>TIN - 012-024-750</u>		

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

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

Repair/renovation of school bathroom - 2nd. Room at Janosa wing, school, Drgy. Janosa, Maragondon, Rizal

WITNESS MY HAND AND SEAL this 05 NOV 2020 day of Antipolo City

Doc. No. 6
Page No. 3
Book No. 7
Series 2020

[Signature]
Notary Public for and in the Province of Rizal
for Angono, Binangonan & Cardona
all in the Province of Rizal
Dr. Jose Rizal St. 10-101
NOTARY PUBLIC No. 10-101
RIZAL
Roll of Attorneys No. 68955
IBP License Number No. 015552-0416
MCLE Compliance No. V-0007837
Valid until April 4, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

MS. ROSATTA DC. TIRAÑA
TJMR CONSTRUCTION SERVICES
Binangonan, Rizal

Dear Ms. Tiraña:

The attached Contract Agreement having been approved, notice is hereby given to **TJMR CONSTRUCTION SERVICES** that work may proceed on the *Construction of 3-storey, 4-rooms Ynares School Building at Pinagditawan Elem. School, Brgy. Pinagditawan, Binangonan, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

11.09.2020

Authorized Signature.

Name of the Representative of the Bidder

ROSATTA DC. TIRAÑA

CONSTRUCTION AGREEMENT 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. 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

Construction Services, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal and herein represented by its Proprietor/President/General Manager, Jonilita Liraga, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. SPCB Res. 3, s. 2020 namely:
Construction of 2 storey, 4 rooms Trayed School Building at Pinagdilawan
Elementary School, Brgy. Pinagdilawan, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last October 6, 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 Eight Million Three Hundred Eighty Four Thousand Three Hundred Fifty One Pesos and 95/100 (P 8,384,351.95) Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within one hundred Fifty Two (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 herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. SPCB Res. 3, s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Million Three Hundred Eighty Four Thousand Three Hundred Fifty One Pesos and 95/100 (P 8,384,351.95) 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.

[Handwritten signatures and initials]

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ~~Two Million Five Hundred Eighteen Thousand Three Hundred Five Pesos and 55/100~~ (P= 15,000,000) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 NOV 2020 day of November at Antipolo City, RIZAL

7 1/2 Construction Services
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
Lolita B. de Guzman
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) S.S

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 3, 2028	Mamila
<u>7 1/2 Construction Services</u>	<u>TIN - 702-71-150</u>		

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

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

Construction of 2 storey, 4 rooms Ynares School Building at Binagdilanang
Barangay Binagdilanang, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 06 NOV 2020 day of November at Antipolo City,

Doc No. 21
Page No. 4
Book No. 2
Series 20 70

[Signature]
Notary Public for and in Antipolo City, Rizal
for Angono, Sanpedro & Cardona
all in the PROVINCE OF RIZAL
Unit December 31, 2021
NOTARY PUBLIC, INC. 19-08
RIZAL
Rol. of Atty. No. 68250
GP Lifetime Member No. 018602 RZ 20
MCLE Certificate No. M-0007892
Valid until April 14, 2027



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 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 *Construction of Feeding Center & Improvement of Ynares Stage at Janosa Elem. School, Brgy. Janosa, Binangonan, Rizal* effective on the day you received this Notice to Proceed.


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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on: 11-06-2020

Authorized Signature 
Name of the Representative of the Bidder. **ARNEL M. GOTO**

CONSTRUCTION AGREEMENT 3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

A.M. Goto Const., 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 Birangonan, Rizal and herein represented by its Proprietor/President/General Manager, Arnel H. Goto of legal age, Filipino citizen, single/married, resident of Birangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That

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

Construction of Feeding Center & Improvement of Ynares Stage at Jansport Elem. School, Brgy. Jansport, Birangonan, 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 October 6, 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Nine Hundred Ninety Eight Thousand Six Hundred Forty Three Pesos and 59/100 (P 1,998,643.59), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within seventy one (71) 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
- 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 bidders two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/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 hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS one Million Nine Hundred Ninety Eight Thousand Six Hundred Forty Three pesos and 59/100 (P 1,998,643.59), 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 Five Hundred Ninety Nine Thousand Five Hundred Ninety Three Pesos and 08/100 (P 599,993.08) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a 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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 NOV 2020 day of Antipolo City.

Antipolo Construction
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
Arnel A. Joto
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
LOLITA B. DE GUZMAN

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8739281A	August 5, 2020	Manila
<u>Arnel A. Joto</u>	<u>CEP # 277490542</u>		

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

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

**Construction of Reading Center & Improvement of Ynares Stage at
Sancta Rosa School, Brgy. Jarama, Marikina, Rizal**

WITNESS MY HAND AND SEAL this 06 NOV 2020 day of Antipolo City.

Doc No 3
Page No 3
Book No 2
Series 20 20

[Signature]
Notary Public for and in Antipolo City, Rizal
for Angeles, Marikina & Candonga
all in the PROV. OF RIZAL
J. B. De Guzman, Notary
NOTARY PUBLIC (RIZAL)
RIZAL NO. 137489
Roll of Notaries: Co. 65166
RP License No. 018052 (Rizal)
M.C.S. On Nov 10, 2017 No. V-002/2017
Valid until: 11/2020



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

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

Dear Mr. Villariña,

The attached Contract Agreement having been approved, notice is hereby given to **MAK-JAMS CONSTRUCTION** that work may proceed on the
*Repair / Repainting of 1-storey, 2-rooms BOD Building at
Kinugatan Elem. School, Brgy. Kinugatan, Binangonan, Rizal*
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on

11-06-2020

Authorized Signature:

Name of the Representative of the Bidder: **MICHAEL A. VILLARIÑA**

CONSTRUCTION AGREEMENT 4

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with 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

Mak-Jam Construction, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, Michael Villarino, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RFSD Res. 2, s. 2020 namely:

Repair/Repainting of 1 storey, 2 rooms BGD Building at Kinagatan Elem. School, Brgy. Kinagatan, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last October 6, 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Six Thousand Nine Hundred Three Pesos and 41/100 (P 1,006,903.41), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Forty Four (44) 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. RFSD Res. 2, s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Six Thousand Nine Hundred Three Pesos and 41/100 (P 1,006,903.41), 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 Hundred Two Thousand Seventy One Pesos and 02/100 (P 302,071.02) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 day of NOV 2020 at Antipolo City

Mak-Jane Construction
 Entity/Firm/Corporation
 By: [Signature]
Michael Villarino
 Proprietor/Manager/President
[Signature]
LOLITA B. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT
 By: [Signature]
REBECCA A. YNARES
 Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 ANTIPOLO CITY, RIZAL) S.S.
 ANGONO, RIZAL

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2020	Manila
<u>Michael Villarino</u>	<u>TIN - 020-027-734</u>		

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

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

Repair/Repainting of 1 storey, 8 rooms BGD Building at Kinagatan Elementary School, Orgy, Kinagatan, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 06 day of NOV 2020 at Antipolo City.

Doc No. 24
 Page No. 6
 Book No. 2
 Series No. 20

[Signature]
 ATTY ANITA MARIE L. SANCOS
 NOTARY PUBLIC
 for and in the Province of Rizal
 all in the Province of Rizal
 Until December 31, 2021
 Adm. Matter No. 19-000
 P.I.C. No. 1370070
 NOTARY PUBLIC
 P.I.C. No. 82201
 SP Lifetime Member No. 015632
 WGLE Certificate No. V-002783
 Valid until Nov. 11, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONST. CORP.** that work may proceed on the

*Repair/Repainting of Ynares School Buildings at Binangonan
Elem. School, Brgy. Basingun, Binangonan, Rizal*

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on: 11.06.2020

Authorized Signature:

Name of the Representative of the Bidder:
LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 5

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

Kit Dindas 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 **Binangonan, Rizal**, and herein represented by its Proprietor/President/General Manager, **Lauro K. Dindas**, of legal age, Filipino citizen, single/married, resident of **Binangonan, Rizal**, hereinafter referred to as the **CONTRACTOR, WITNESSETH, That,**

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Rec. No. 2, s. 2020 namely:

Repair/Repainting of Ynares School Buildings at Binangonan Elem. School, Brgy. Batingan, Binangonan, Rizal

WHEREAS, the **CONTRACTOR**, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **October 6, 2020**, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of **Three Million One Hundred Sixty Four Thousand Five Hundred Ninety One Pesos and 92/100** (P 3,164,591.92), 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 thirty (30) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. RPSB No. 2, s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The **PROVINCE** hereby covenants to pay the **CONTRACTOR** the amount of PESOS Three Million One Hundred Sixty Four Thousand Five Hundred Ninety One Pesos and 92/100 (P 3,164,591.92), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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 Nine Hundred Forty Nine Thousand Three Hundred Seventy Seven Pesos and 58/100 (P. 949,377.58) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages 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 workman's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 NOV 2020 day of Antipolo City, Rizal

Vic Ubiadas Construction Corp.
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
Lauro N. Ubiadas
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
LOLITA B. DE GUZMAN

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES <u>Lauro N. Ubiadas</u>	Passport No. P8239281A TIN - 008-440-689	August 5, 2020	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 acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of Ynares School Buildings at Binangonan Elec. School, Brgy. Batingan, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 06 NOV 2020 day of Antipolo City

Doc No. 15
Page No. 4
Book No. 2
Series 2020

[Signature]
ANNE MARIE L. SANTOS
Notary Public for and in the Province of Rizal
Office: Antipolo City
Date: December 31, 2021
Adm. Matter No. 19-201
NOTARY PUBLIC
Rizal
Roll of Attorneys No. 68250
IAP Lifetime Member No. 016532 (Rizal)
MCLC Certificate No. M-021-7825
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

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


Dear Mr. Trancom:

The attached Contract Agreement having been approved, notice is hereby given to **TRANCOM ENGINEERING CONST.** that work may proceed on the *Construction of 2-storey Ynares Multi-Purpose Bldg. at Area 8, Greenwoods Executive Village, Brgy. San Andres, Cainta, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

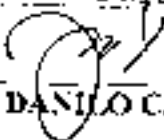

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

11-06-2020

Authorized Signature

Name of the Representative of the Bidder:


DANILO C. MAGNO

10/06/2020 # 6

CONSTRUCTION AGREEMENT ⁶

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., Bigy, San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

~~Private Property 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 ~~Delmas, Rizal~~ and herein represented by its Proprietor/President/General Manager, ~~Arville M. M. M.~~, of legal age, Filipino citizen, single/married, resident of ~~Delmas, Rizal~~, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. ~~10, s. 2010~~ namely:

~~Construction of 1 storey Tareas building (one side) to Area 3, unincorporated Executive Village, JITE, at address, Delmas, 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 October 6, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Three Hundred Sixty One Thousand Three Hundred Sixty Five Pesos and 43/100 (P 3,361,365.43), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within one hundred thirty (130) 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. 2010
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Three Hundred Sixty One Thousand Three Hundred Sixty Five Pesos and 43/100 (P 3,361,365.43), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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 ₱ 20,000,000.00 (Twenty Million Pesos) only (P 20,000,000.00) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon

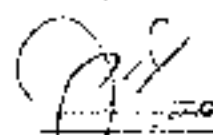
15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law". Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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. 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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____ at Antipolo City.

Entity/Firm/Corporation
By: 
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT
By: 
REBECCA A. YNARES
Governor

WITNESSES —


LOLITA B. DE GUZMAN


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in ^{ANGLO, RIZAL} Antipolo City, personally appeared the following

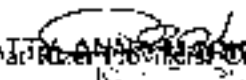
Name/Entry	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2023	Manila

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

WITNESS MY HAND AND SEAL this 10th day of August 2023 at ANGLO, RIZAL Antipolo City.

Doc No. 87
Page No. 8
Book No. 2
Series 24


NOTARY PUBLIC
Roll of Attorneys No. 69250
IBF Lifetime Member No. 016552 (Rizal)
MGLC Compliance No. 06-0007882
Valid until April 16, 2027



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

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

Dear Ms. Nocon

The attached Contract Agreement having been approved, notice is hereby given to **SAN RAFAEL BUILDERS** that work may proceed on the *Construction of 3-storey Multi-Purpose Bldg. at Arinda Elem. School, Brgy. San Juan, Cainta, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on. 11/06/2020

Authorized Signature:
Name of the Representative of the Bidder

MARIA LOIDA C. NOCON

CONSTRUCTION AGREEMENT 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 seal 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

_____ **_____ Builders**, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at _____ Rodriguez, Rizal, and herein represented by its Proprietor/President/General Manager, _____ Maria Zaida L. Nocon, of legal age, Filipino citizen, single/married, resident of _____ Rodriguez, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

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

Construction of 3 storey Multipurpose Building at Princesa Leon, School, Brgy. San Roque, Antipolo, 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 October 6, 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Nine Hundred Thirty Three Thousand Three Hundred Nine Pesos and 86/100 (P 3,933,039.86), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within one hundred forty (140) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 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
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Nine Hundred Thirty Three Thousand Three Hundred Nine Pesos and 86/100 (P 3,933,039.86), 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 One Million One Hundred Seventy Nine Thousand Five Hundred Eleven and 50/100 (P 1,179,511.76) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR, under his name and at his own expense, copy of which shall be provided the PROVINCE:

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 05 day of Nov, 2020 at Antipolo City, Rizal.

By: [Signature]
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
LOLITA B. DE GUZMAN

[Signature]
MA VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY,) S S

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2020	Manila
<u>[Signature]</u>	<u>[Signature]</u>		

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

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

Construction of 3 storey multipurpose building at Grade School, school, city of Antipolo, Rizal

WITNESS MY HAND AND SEAL this 05 day of Nov, 2020 at Antipolo City.

Doc No 47
Page No 4
Book No 2
Series 20 2

[Signature]
NOTARY PUBLIC
for Angelo Binagotan & Cardona
at in the PROVINCE OF RIZAL
Unit Executive No. 144
NOTARY PUBLIC Registration No. 1976
PTR NO. 131103 Rizal
Rel. of Lic. No. No. 65260
EP License Member No. 0158327424
MCLF Compliance No. VI-0007893
Valid until April 14, 2029



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

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


Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to **STEELBEND CONSTRUCTION INC.** that work may proceed on the *Construction/Improvement of Ynares Multi-Purpose Covered Court & Ynares Multi-Purpose Bldg. Cainta & Taytay, Rizal* effective on the day you received this Notice to Proceed

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on: 11/06/2020

Authorized Signature: 
Name of the Representative of the Bidder: **JESSA F. PAYTE**

CONSTRUCTION AGREEMENT 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, 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

Steelhead Construction, Inc., 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 San Juan City and herein represented by its Proprietor/President/General Manager, Jessa F. Rusto, of legal age, Filipino citizen, single/married, resident of San Juan City, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

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

Construction/Improvement of Ynares Multipurpose Covered Court & Ynares Multipurpose Bldg. Cainta & Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last October 6, 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million One Hundred Ninety Six Thousand Six Hundred Twelve Pesos and 57/100 (P. 4,196,612.53), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within One hundred Twenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 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
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million One Hundred Ninety Six Thousand Six Hundred Twelve Pesos and 57/100 (P. 4,196,612.53), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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. ~~One Million Two Hundred Eighty Eight Thousand Nine Hundred Eighty Three Pesos and 76/100~~ ~~(P 1,288,083.76)~~ ~~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.~~ ~~Performance Bond~~

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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 or 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 hereto signed this Agreement this ____ day of _____ at Antipolo City

Steelband Construction, Inc.
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: Jessa Fayte
Proprietor/Manager/President

By: REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA E. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Mamila
<u>Jessa Fayte</u>	<u>NR</u>		

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively 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/Improvement of Ynares Multipurpose Bldg. District 1, Taytay, Rizal

WITNESS MY HAND AND SEAL this NOV 09 2028 day of _____ Antipolo City

Doc No. 14
Page No. 8
Book No. 3
Series 20

ATTY. MANIE S. TOROS
at Rizal Provincial Capitol,
Cavite, Rizal
all in compliance with R.A. 9003
NOTARY PUBLIC
SP-12 and MC No. 116342 (S. 20)
MCLE Compliance No. 116342 (S. 20)
Valid until April 10, 2027



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 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 of Ynares Stage at Baras-Pinugay Elem. School (Annex), Brgy. Pinugay, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,



REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

11/06/2020

Authorized Signature:

Name of the Representative of the Bidder:


RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT 9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with 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

WITNESS, 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 Borac, Rizal, and herein represented by its Proprietor/President/General Manager, Joseph Villanueva, of legal age, Filipino citizen, single/married, resident of San Roque, Rizal, hereinafter referred to as the **CONTRACTOR, WITNESSETH**, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. SP Res. 2, s. 2020 namely:

Construction of Improvement of the Secondary - 1ed. School (Annex), San Roque, Borac, 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 October 5, 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 Eight Hundred Sixty Nine Thousand Eight Hundred Fifty P 869,852.57 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 Two (52) 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. SP Res. 2, s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Hundred Sixty Nine Thousand Eight Hundred Fifty Two Pesos and 57/100 P 869,852.57 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 Two hundred sixty thousand nine hundred fifty five and 77/100 (P 260,955.77) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____ at Antipolo City, R.A.

 and Childers
 Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: _____
 Proprietor/Manager/President

By: _____
 REBECCA A. YNARES
 Governor

WITNESSES

LOLITA E. DE GUZMAN

MA. VICTORIA R. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2025	Manila
_____	119041-43		

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

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

Construction of Ynares Stage at Marac-inangay Elementary School (Annex)
 Barangay, Marac, Rizal

WITNESS MY HAND AND SEAL this _____ day of _____
 Antipolo City.

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 Series 2025

 NOTARY PUBLIC
 for Augusto, B. Legorja & Cardin
 in the PROVINCE OF RIZAL
 J.R. Legorja
 NOTARY PUBLIC
 Roll of Not. No. 29251
 M/CI E Compliance No. M-00072
 Valid until April 14, 2027



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 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 *Improvement of Ynares Multi-Purpose Covered Court at Baras-Pinugay National High School, Phase II, Southville 9, Ynares Village, Brgy. Pinugay, Baras, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on: _____

Authorized Signature:
Name of the Representative of the Bidder: **GERALD KENN SJ. BILOG**

CONSTRUCTION AGREEMENT 10

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

_____ Builders _____, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Marina, Rizal and herein represented by its Proprietor/President/General Manager, Gerardo Leon A. Hilog, of legal age, Filipino citizen, single/married, resident of Marina, 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 Paolalawigan Ordinance No. 18, s. 2020 namely:

Improvement of Ynares Multipurpose Covered Court at Baras-Hinugay National High School, Phase II, Southville 9, Inarua Village, Brgy. Hinugay, Baras, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last **October 6, 2020**, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of **Seven hundred forty thousand three hundred sixty five pesos and 05/100** (P **740,365.05**), Philippine Currency.

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

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

- a. SP Ordinance No. 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
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven hundred forty thousand three hundred sixty five pesos and 05/100 (P **740,365.05**), 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 Two Hundred Twenty Two Thousand Six Hundred Large Case No. 12/10 (P. 22, 103, 22) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and 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 XXXI of Republic Act No. 9184 states as follows, to wit:

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to.

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 NOV 2022 day of NOVEMBER at Antipolo City, RIZAL

ABC Builders
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: Gerald Mann G Bilog
Proprietor/Manager/President

By: REBECCA A. YNARES
Governor

LOLITA B. DE GUZMAN

WITNESSES

MA VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2022	Manila
<u>Gerald Mann G Bilog</u>	<u>DTI - 1-06-103</u>		

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively 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 of Ynares Multi-purpose Covered Court at ...
High School, Phase II, Southville 9, Ermita Village, Ermita, Antipolo, Rizal

WITNESS MY HAND AND SEAL this 06 NOV 2022 day of NOVEMBER at Antipolo City.

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Page No. 4
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Series 20 20

JOAN MARIE L. SANTOS
Notary Public
for Angelito B. Sandoval & Cardona
at the PROVINCE OF RIZAL
Unit: Dept. No. 2012
Gov. Master No. 1002
NOTARY PUBLIC JOAN MARIE L. SANTOS
Rol of Notaries No. 59250
SP License Member No. 015630 (R. 2012)
ICOLE Compliance No. VI-000725
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 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 *Rehabilitation of Electrical Lighting System of Baras Gymnasium, Bryg. Santiago, Baras, Rizal* effective on the day you received this Notice to Proceed

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

.....
JOMMEL G. SANTIAGO

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

~~General Builders and Supply~~, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal, and herein represented by its Proprietor/President/General Manager, Jornel Santiago, of legal age, Filipino citizen, single/unmarried, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

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

Rehabilitation of Electrical Lighting System of Suras Gymnasium, Brgy. Santiago, Baras, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last October 6, 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Two Hundred Seven Thousand Two Hundred ~~Two~~ Pesos and 38/100 (P 1,207,202.38), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within forty (40) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 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
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Two Hundred Seven Thousand Two Hundred ~~Two~~ Pesos and 38/100 (P 1,207,202.38), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ~~Three Hundred Sixty Two Thousand One Hundred Sixty Pesos and 71/100~~ Three Hundred Sixty Two Thousand One Hundred Sixty Pesos and 71/100 (P 362,160.71) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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:

96 "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 damages 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;

107 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;

98 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 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

10

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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____ at Antipolo City, RIZAL

_____ Cori Builders and Supply
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: _____
Jonas Santiago
Proprietor/Manager/President

By: _____
REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE SUZMAN

MA. VICTORIA BOTEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entry:	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No P8239281A	August 3, 2028	Manila
<u>Jonas Santiago</u>	<u>212-860-131</u>		

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

Rehabilitation of Electrical Lighting System of Baras Gymnasium,
Baras, Antipolo, Baras, Rizal

WITNESS MY HAND AND SEAL this _____ day of _____
Antipolo City:

Doc No. 28
Page No. 3
Book No. 1
Series 2028

05 NOV 2020

Notary Public
for Angono, Eina Igotan & Cayman
all in the PROVINCE OF RIZAL
Jr. December 31, 2020
Notary Public
Rizal
Reg. of Atomsys No. 89231
IBPL Regis. Member No. 016537
VCLC Dispensation No. VI-000780
Valid until April 11, 2027



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to **YAKALER CONST. AND SUPPLIES** that work may proceed on the *Repair/Repainting of Ynares School Buildings at Santiago Elem. School, Brgy. Santiago, Baras, Rizal* effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on: 11 06 20 20

Authorized Signature:

Name of the Representative of the Bidder: EDWIN B. RIVERA

10/06/2020 # 12

CONSTRUCTION AGREEMENT 12

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

~~Inceter Construction and Supplies~~, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal and herein represented by its Proprietor/President/General Manager, Edwin P. Rivera, of legal age, Filipino citizen, single/married, resident of Morong, 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 Panklalawigan Ordinance No. 2023 Ass. E. s. 2020 namely:

Repair/Repainting of Ynares School Buildings at Santiago -Jnoz. School, Brgy. Santiago, Baras, Rizal.

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last October 6, 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Six Hundred Ninety Nine Thousand Eight Hundred Eleven Pesos and 81/100 (P 2,699,811.81), 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 Ninety Four (94) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 2023 Ass. E. s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Six Hundred Ninety Nine Thousand Eight Hundred Eleven Pesos and 81/100 (P 2,699,811.81), 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 eight hundred Nine thousand Nine Hundred forty three pesos and 24/100 (P 809,943.24) Philippine Currency, in the form of performance bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE:

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and its 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 XXI of Republic Act No. 9184 states as follows, to wit:

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the IRR and duly validated with the tax payments made thereon

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____ at Antipolo City.

Yakaler Construction and Supplies
 Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Edwin S. Rivera
 Proprietor/Manager/President

By:

REBECCA A. YNARES
 Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 ANTIPOLO CITY, RIZAL) S.S.
 ANGELO R. ZA

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>Edwin S. Rivera</u>	<u>E-28-015-XXXX</u>		

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

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

Repair/Repainting of Ynares School Buildings at Santiago Elem. School, Brgy. Santiago, Baras, Rizal

WITNESS MY HAND AND SEAL this _____ day of _____
 Antipolo City, RIZAL

Doc No. 19
 Page No. 3
 Book No. 2
 Series No. 20

ANGIE MARIE L. SANTOS
 NOTARY PUBLIC
 for At-Rural Provincial Capitol
 Office, Angeles and Cardona
 in the PROVINCE OF RIZAL
 Until December 31, 2021
 Acct. No. 19-06
 PTR No. 1340074
 NOTARY PUBLIC
 RP License No. 019637/RIZ
 MLE Compliance No. V-007880
 Valid until April 14, 2027



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

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


Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONST. CORP.** that work may proceed on the *Constn. of 2-storey, 6-rooms Ynares School Bldg. at Tadtak Elem. School, Brgy. Lnoc, 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 11-09-2020

Authorized Signature:

Name of the Representative of the Bidder: LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Ynares 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 Binangonan, Dinal and herein represented by its Proprietor/President/General Manager, Lauro M. Ynares of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. SPSB Res. No. 3, s. 2020 namely:

Construction of 2 storey, 6 rooms Ynares School Building at Tadjak
Jen. School, Brgy. Loco, 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 October 6, 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 Twelve Million Four Hundred Fifty Four Thousand Three Hundred Fifty Seven Pesos and 40/100 (P 12,454,357.40), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Two Hundred Forty (240) 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. SPSB Res. No. 3, s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Twelve Million Four Hundred Fifty Four Thousand Three Hundred Fifty Seven Pesos and 40/100 (P 12,454,357.40), 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 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 Seven Hundred Thirty Six Thousand Three Hundred Seven Pesos and 22/100 (P 3,736,307.22) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a 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

8

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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 day of NOV 2020 at Antipolo City, Rizal

Ubiadas Construction Corp.
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
Louie M. Ubiadas
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
LOLITA B. DE GUZMAN

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P4239281A	August 5, 2020	Manila
<u>Louie M. Ubiadas</u>	<u>SIN - 9684410-699</u>		

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

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

Construction of 2 storey, 6 rooms Ynares School Building at
Ladlak -lem. School, Brgy. Loco, Cardona, Rizal

WITNESS MY HAND AND SEAL this 06 day of NOV 2020 at Antipolo City

Doc No. 14
Page No. 4
Book No. 2
Series 2020

[Signature]
ATTORNEY AT LAW
NOTARY PUBLIC
for Angono, Cardona, San Mateo, & Candonga
of the PROVINCE OF RIZAL
Jury, December 14, 2014
NOTARY PUBLIC
ANTIPOLO CITY, RIZAL
Roll of Attorneys No. 6926,
SP Listing Member No. 018632/RIZAL
MLES Compliance No. VI-000788
Valid until April 14, 2021



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

MR. POCHOLO A. PASAY
PA PASAY CONSTRUCTION
Cardona, Rizal

Dear Mr. Pasay:

The attached Contract Agreement having been approved, notice is hereby given to **PA PASAY CONSTRUCTION** that work may proceed on the *Improvement of Ynares Multi-Purpose Covered Court at Brgy. Sampad, 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:

11 Nov. 2020

Authorized Signature:

Name of the Representative of the Bidder:

POCHOLO A. PASAY

CONSTRUCTION AGREEMENT 14

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

PA Passay Construction, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Cardona, Rizal, and herein represented by its Proprietor/President/General Manager, Pocholo Passay, of legal age, Filipino citizen, single/married, resident of Cardona, 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 Pambalayan Ordinance No. 18, s. 2020 namely:

Improvement of Ynares Multipurpose Covered Court at Brgy. Campad 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 October 6, 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 Eighty Eight Thousand Four Hundred Sixty Six Pesos and 50/100 (P 988,466.50), 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 Two (52) 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
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/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 hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Eighty Eight Thousand Four Hundred Sixty Six Pesos and 50/100 (P 988,466.50), 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 prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Ninety Six Thousand Five Hundred Forty-nine Pesos and 95/100 (P 296,539.95) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE:

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 day of NOV 2020 at Antipolo City, P.A.

PA PASAI Construction
Entity/Firma/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entry	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8139281A	August 5, 2020	Manila
<u>[Signature]</u>	ITA - 100-305-748		

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 of Ynares Multipurpose Covered Court at Orty. Sampad, Cardona, Rizal

WITNESS MY HAND AND SEAL, this 06 day of NOV 2020 at Antipolo City

Doc No. 13
Page No. 4
Book No. 2
Series 21

[Signature]
ATY INRI WAYNE L. SANTOS
NOTARY PUBLIC
for Angelou Brangusan & Cardona
at in the PROVINCE OF RIZAL
Until December 31, 2021
NOTARY PUBLIC Reg. No. 1149
PTR NO. 17401678
Roll of Attorneys No. 68230
BR Lifetime Member No. 61652 (R.C.)
SOLE Compliance No. M-000788
Valid until Dec 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to **FLAG CONST. CORP.** that work may proceed on the *Repair/Repainting of 1-storey, 3-rooms Ynares School Building at Bernardo F. San Juan National High School, Brgy. San Roque, Cardona, Rizal* effective on the day you received this Notice to Proceed

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

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

Very truly yours,

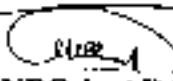
REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

11/06/2020

Authorized Signature.

Name of the Representative of the Bidder.


FERNANDO L. ARADA

CONSTRUCTION AGREEMENT 15

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Flag 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 Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, Fernando Arada, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. 2, s. 2020 namely:

Repair/Repainting of 1 storey, 5 rooms Ynares School Building at Bernardo S. San Juan National High School, 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 October 5, 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 Thirty Thousand Two Hundred Ninety Pesos and 28/100 (P 930,290.28), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Fifty Two (52) 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. RPSB Res. No. 2, s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Thirty Thousand Two Hundred Ninety Pesos and 28/100 (P 930,290.28), 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 ~~Two hundred seventy Nine Thousand Eighty Seven Pesos and 08/100~~ (P ~~279,087.08~~) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law." Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 05 NOV day of Nov at Antipolo City.

Flag Construction Corp.
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Fernando Arada
Proprietor/Manager/President

By:

REBECCA A YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLLO CITY, RIZAL) S.S

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>Fernando Arada</u>	<u>007-825-873</u>		

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

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

Repair/repainting of 1 storey, 5 rooms Ynares School Building, at
Bernardo F. San Juan National High School, Brgy. San Roque, Cardona,
Rizal

WITNESS MY HAND AND SEAL this 05 NOV day of Nov
Antipolo City.

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AI YANNA MARIE L. SAERUS
Notary Public
for the Province of Rizal
Office: Provincial Capitol
Antipolo City, Rizal
Notary Public No. 19-000
RPN No. 127-000
NOTARY PUBLIC
IBP L. License No. 89260
IBP L. License Member No. 013837-RIZ
MCE Compliance No. VI 0007285
Valid until April 11, 2028



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

MR. POCHOLO A. PASAY
PA PASAY CONSTRUCTION
Cardona, Rizal


Dear Mr. Pasay:

The attached Contract Agreement having been approved, notice is hereby given to **PA PASAY CONSTRUCTION** that work may proceed on the *Construction of Side Protection & Improvement of Ynares Multi-Purpose Covered Court and Stage at Brgy. Calahan, Brgy. Boor & Brgy. Subay, Cardona, Rizal* effective on the day you received this Notice to Proceed

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on: 11-06-2020

Authorized Signature:
Name of the Representative of the Bidder **POCHOLO A. PASAY**

CONSTRUCTION AGREEMENT 16

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

PA PASAY CONSTRUCTION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Cardona, Rizal, and herein represented by its Proprietor/President/General Manager, ROCHELO PASAY, of legal age, Filipino citizen, single/married, resident of Cardona, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

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

Construction of Side Protection & Improvement of Ynares Multi-Purpose Covered Court and Stage at Brgy. Calshan, Brgy. Boor & Brgy. Subay, 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 6 October 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Ninety-Eight Thousand Seven Hundred Seventy Pesos & 04/100 (P1,098,770.04), Philippine Currency.

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

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

- a. SP Ordinance No. 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
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Ninety-Eight Thousand Seven Hundred Seventy Pesos & 04/100 (P1,098,770.04), 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 Hundred Twenty-Nine Thousand Six Hundred Thirty-One Pesos & 01/100 (P. 329,631.01) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 05 day of NOVEMBER at Antipolo City, ANGELES, RIZAL

PA PASAY CONSTRUCTION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT


By:


FOCHOLO PASAY
Proprietor/Manager/President

By:


REBECCA A. YNARES
Governor

WITNESSES —


LOLITA B. DE GUZMAN


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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


Name/Entity	Valid ID Presented	Date	Place
HON. <u>REBECCA A. YNARES</u>	Passport No. <u>P8230281A</u>	<u>August 5, 2028</u>	<u>Manila</u>
<u>FOCHOLO PASAY</u>	<u>TIN NO. 149-308-718</u>		

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

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

Construction of Side Protection & Improvement of Ynares Multi-Purpose Covered Court and Stage at Brgy. Calaban, Brgy. Boor & Brgy. Subay, Cardona, Rizal

WITNESS MY HAND AND SEAL this 05 day of NOVEMBER 2020 at Antipolo City, RIZAL


MARIE L. SANTOS
Notary Public
for Angeles, Bacolod City & Cardona
in the PROVINCE OF RIZAL
Until December 31, 2021
Antipolo City, RIZAL
NOTARY PUBLIC NO. 123004
Roll of Notary No. 69250
BR Lifetime Member No. 048332 (R)
MCLE Completion No. VI 000784.1
Valid Until April 18, 2022

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Series 20



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 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 *Improvement of Ynares Stage & Ground of Schools at Cardona & Morong, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on: 10-06-2020

Authorized Signature:

Name of the Representative of the Bidder:  **GERALD KENN SJ. BILOG**

CONSTRUCTION AGREEMENT 17

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

GKB BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Morong, Rizal**, and herein represented by its Proprietor/President/General Manager, **GERALD KENN S.J. BILOG**, of legal age, Filipino citizen, single/married, resident of **Morong, Rizal**, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuance of the Sangguniang Panlalawigan Ordinance No. **RPSB Res. No. 2, s. 2020** namely:

Improvement of Ynares Stage & Ground of Schools at Cardona & 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 **6 October 2020**, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of **Seven Hundred Twenty-Two Thousand Seven Hundred Fifty Three Pesos & 24/100** (P **722,753.24**), Philippine Currency.

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

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

- a. SP Ordinance No. **RPSB Res. No. 2, s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS **Seven Hundred Twenty-Two Thousand Seven Hundred Fifty-Three Pesos & 24/100** (P **722,753.24**), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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 Two Hundred Sixteen Thousand Eight Hundred Twenty-Five Pesos & 97/100 (P 216,825.97) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable to 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 be 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 damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time. Failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a 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 resolve shall be

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 05 NOV 2020 day of NOVEMBER at ANTIPOLO, RIZAL.

GKB BUILDERS
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:
GERALD KENN S.J. BILOG
Proprietor/Manager/President

By:
REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2020	Manila
<u>GERALD KENN S.J. BILOG</u>	TEN NO. <u>196-519-323</u>		

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

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

Improvement of Ynares Stage & Ground of Schools at Cordona & Morong, Rizal

WITNESS MY HAND AND SEAL this _____ day of _____ at Antipolo City

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ARACELINO S. VILLAS
Notary Public
for Angono, Alibonbon & Camanga
all in the PROVINCE OF RIZAL
Dir. I December 31, 2019
Act. No. 18306
NOTARY PUBLIC NO. 137409 RPL
Retired (No. 105) No. 59404
BP L. Lifetime Member No. 018832 (I-2)
MCLF Compliance No. M-2017800
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 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 Stone Masonry Wall of creek (Along JICA Road), Brgy. Lubu, 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

I acknowledge receipt of this Notice on:

11/06/2020

Authorized Signature.

Name of the Representative of the Bidder:

SIDNEY B. SORIANO

CONSTRUCTION AGREEMENT 18

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

S.B. SORIANO CONSTRUCTION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal and herein represented by its Proprietor/President/General Manager, SIDNEY SORIANO of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That

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

Construction of Stone Masonry Wall of Creek (Along JICA Road), Brgy. Lubo, 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 last 6 October 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Eighty-Six Thousand Nine Hundred Fifty Pesos & 80/100 (P 1,086,950.80), Philippine Currency.

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

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

- a. SP Ordinance No. 15, s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Eighty-Six Thousand Nine Hundred Fifty Pesos & 80/100 (P 1,086,950.80), 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 Hundred Twenty-Six Thousand Eighty-Five Pesos & 24/100 (P. 326,085.24)

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

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____ at Antipolo City, RIZAL.

S.B. SORIANO CONSTRUCTOR
Entity/ Firm/ Corporation
By: SIDNEY SORIANO
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT
By: REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. PS239281A	August 5, 2028	Manila
SIDNEY SORIANO	TIN NO. 233-687-269		

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for **Construction of Stone Masonry Wall of Creek (Along JICA Road), Brgy. Lubo, Jalejale, Rizal**

WITNESS MY HAND AND SEAL this _____ day of _____

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Series 2028

06 NOV 2028

ATTY. ANNA MARIE L. SANTOS
for Angono, Dimensional & Cardona
all in the PROVINCE OF RIZAL
Und. December 3- 2021
Agri. Dept. No. 12-2021
NOTARY PUBLIC, RIZAL
Roll of Attorneys No. 89200
B.P. Multiple Member No. 216837
MCLB Compliance No. V-005743
Valid Until April 14, 2027



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

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


Dear Ms. Nocon:

The attached Contract Agreement having been approved, notice is hereby given to **SAN RAFAEL BUILDERS** that work may proceed on the *Construction of 4-storey, 8-rooms Ynares School Building at Timoteo A. Reyes Sr. Mem. Elem. School, Brgy. San Pedro, Morong, Rizal* effective on the day you received this Notice to Proceed.

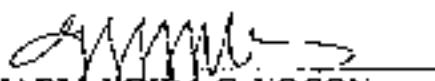
Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on: 11.09.2020

Authorized Signature: 
Name of the Representative of the Bidder: **MARIA LOIDA C. NOCON**

CONSTRUCTION AGREEMENT 19

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 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

SAN RAFAEL BUILDERS

_____ a sole proprietorship-private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodriguez, Rizal and herein represented by its Proprietor/President/General Manager, MARIA LOISA C. NOCON of legal age, Filipino citizen, single/married, resident of Rodriguez, Rizal hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuance of the Sangguniang Pambalawigan Ordinance No. RPSB Res. No. 3, s. 2020 namely:

Construction of: 4-storey, 8 rooms Ynares School Building at Timoteo A. Reyes Sr. Men. Elementary School, Brgy. San Pedro, Marong, 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 6 October 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 Eighteen million Seventy-Five Thousand Five Hundred Fifty-Eight Pesos & 22/100 (P 18,075,558.22), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Two Hundred Eighty (280) 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. RPSB Res. No. 3, s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 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 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 PUSOS Eighteen Million Seventy-Five Thousand Five Hundred Fifty-Eight Pesos & 22/100 (P 18,075,558.22), 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 Five Million Four Hundred Twenty-Two Thousand Six Hundred Sixty-Seven Pesos & 47/100 (P 5,422,667.47) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a 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 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 hereto: 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 or 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 hereto signed this Agreement this 06 NOV 2020 day of NOVEMBER at Antipolo City, Rizal.

SAN RAFAEL BUILDERS
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: 
MARIA LUISA C. NOCON
Proprietor/Manager/President

By: 
REBECCA A. YNARES
Governor

WITNESSES


LOLITA B. DE GUZMAN


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2020	Manila
<u>MARIA LUISA C. NOCON</u>	<u>TIN NO. 910-996-316</u>		


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

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

Construction of 4-storey, 8 rooms Ynares School Building at Timoteo A. Reyes Sr. M.L. Elementary School, Brgy. San Pedro, Morong, Rizal

WITNESS MY HAND AND SEAL this 06 NOV 2020 day of NOVEMBER at Antipolo City, Rizal

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Series 2020


Ma. Victoria B. Tejada
Notary Public
Rizal
Roll of Notary No. 56250
IBP Lifetime Member No. 018532-1P
MCLE Compliance No. 11-100/08
Valid until April 30, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to **TRANCOM ENGINEERING CONST.** that work may proceed on the *Construction of 2-storey, 6-rooms Ynares School Building at Virgilio Melendres Memorial Elem. School, Brgy. Takungan, 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

I acknowledge receipt of this Notice on:

11 09 2020

Authorized Signature

Name of the Representative of the Bidder.


DANILO C. MAGNO

10-06/2020 A 20

CONSTRUCTION AGREEMENT 20

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 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

TRANCON ENGINEERING CONSTRUCTION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Taytay, Rizal, and herein represented by its Proprietor/President-General Manager, DANILLO MACNO of legal age, Filipino citizen, single/married, resident of Taytay, 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 Pambalawigan Ordinance No. RPSB Res. No. 3, s. 2020, namely:

Construction of 2-storey, 6 rooms Ynares Schjol Building at Virgilio Melendres Memorial Elementary School, Brgy. Tekungan, Pililla, 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 to a public bidding held last 6 October 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 Eleven Billion Two Hundred Twenty-Seven Thousand Four Hundred Ninety-Four Pesos & 45/100 (P 11,227,494.45), 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 Two Hundred Forty (240) 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. RPSB Res. No. 3, s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eleven Billion Two Hundred Twenty-Seven Thousand Four Hundred Ninety-Four Pesos & 45/100 (P 11,227,494.45), 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 Three Hundred Sixty-Eight Thousand Two Hundred Forty-Eight Pesos & 34/100 (P 3,368,248.34) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE,

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement,

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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 or 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 hereto signed this Agreement this 06 day of NOV, 2028 at Antipolo City, RIZAL.

TRANCOM ENGINEERING CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:


DANILO MAGNO
Proprietor/Manager/President

By:


REBECCA A. YNARES
Governor

WITNESSES —


LOLITA B. DE GUZMAN


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) S.S

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

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. PS239281A	August 5, 2028	Manila
<u>DANILO MAGNO</u>	<u>TIN NO. 130-861-254</u>		


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

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

Construction of 2-storey, 6 rooms Ynares School Building at Virgilio Malendres Memorial Elementary School, Brgy. Takangan, Pililla, Rizal

WITNESS MY HAND AND SEAL this 06 day of NOV, 2028 at Antipolo City, RIZAL

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Lolita B. de Guzman
Notary Public for and in Antipolo City, RIZAL
Roll of Attorneys No. 50281
Bar Lifting Memorandum No. 016232-RJ
MCLE Compliance No. 1907827
Valid until April 14, 2029



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

MR. DENNIS C. SANDIL
D.C. SANDIL CONST. AND REALTY DEVT. INC.
Rodriguez, Rizal

Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to **D.C. SANDIL CONST. AND REALTY DEVT. INC.** that work may proceed on the *Rehabilitation/Imprv. of Various Streets at Amityville Subd., Brgy. San Jose, Rodriguez, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

11-06-2020

Authorized Signature:

Name of the Representative of the Bidder: **DENNIS C. SANDIL**

CONSTRUCTION AGREEMENT 21

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road 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

D.C. SANDIL CONSTRUCTION & REALTY DEV'T. INC., 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 San Juan City, and herein represented by its Proprietor/President/General Manager, DENNIS C. SANDIL, of legal age, Filipino citizen, single/married, resident of San Juan City, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

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

Rehabilitation/Improvement of various Streets at Amityville Subd., Brgy. San Jose, Rodriguez, 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 6 October 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 Twenty-Three Million Nine Hundred Forty-Six Thousand Four Hundred Twenty-Six Pesos & 52/100 (P. 23,946,426.52), 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 Two Hundred Twenty (220) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 21, s. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFC/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 Twenty-Three Million Nine Hundred Forty-Six Thousand Four Hundred Twenty-Six Pesos & 52/100 (P. 23,946,426.52), 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 nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Million One Hundred Eighty-Three Thousand Nine Hundred Twenty-Seven Pesos & 96/100 (P 7,183,927.96) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 NOV 2020 day of NOVEMBER at Antipolo City, ANTIPOLO, RIZAL

D.C. SANDIL CONSTRUCTION & REALTY DEV'TE. INC.

Entity: Firm/Corporation

By:

DENNIS C. SANDIL

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES

Governor

WITNESSES --

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8230284A	August 5, 2020	Manila
<u>DENNIS C. SANDIL</u>	<u>TIN NO. 185-510-536</u>		

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

Rehabilitation/Improvement of various Streets at Amityville Subd., Brgy. San Jose, Rodriguez, Rizal

WITNESS MY HAND AND SEAL this 06 NOV 2020 day of NOVEMBER at Antipolo City, Rizal

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Series 20 20

[Signature]
NOTARY PUBLIC
for Antipolo, San Jose, & Carmona
in the PROVINCE OF RIZAL
Until December 31, 2021
RPN No. 19-006
NOTARY PUBLIC
RIZAL
Roll Number No. 5926U
B.P. Lifetime Member No. 018632
WCI E-Compliance No. M-000788
Valid until Dec. 31, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

MR. CARLOS S. GERONIMO
CSGER CONST. CORP.
Rodriguez, Rizal


Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to **CSGER CONST. CORP.** that work may proceed on the *Construction of 2-Storey Ynares Multi-Purpose Building (Day Care Center) at Southville 8A, Block 28, Brgy. San Isidro, Rodriguez, Rizal* effective on the day you received this Notice to Proceed

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

11.06.2020

Authorized Signature:

Name of the Representative of the Bidder:


CARLOS S. GERONIMO

CONSTRUCTION AGREEMENT 22

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 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

CSGER CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodriguez, Rizal and herein represented by its Proprietor/President/General Manager, CARLOS GUANIMO, of legal age, Filipino citizen, single/married, resident of Rodriguez, Rizal, hereinafter referred to as the **CONTRACTOR**, WITNESSETH, That,

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

Construction of 2-storey Ynares Multi-Purpose Building (Bay Care Center)
at Southville 8A, Block 28, Brgy. San Isidro, Rodriguez, 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 6 October 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of ~~Three Million Two Hundred Forty Thousand Five Hundred Thirty-One Pesos & 58/100~~ (P 3,240,531.58), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within ~~One Hundred Fifty-Two~~ (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 herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 21, s. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's 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 ~~Three Million Two Hundred Forty Thousand Five Hundred Thirty-One Pesos & 58/100~~ (P 3,240,531.58), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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 Nine Hundred Seventy-Two Thousand One Hundred Fifty-Nine Pesos & 48/100 (P 972,159.48) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 NOV 2020 day of Antipolo City

CSGS CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Carlos Geronimo
Proprietor/Manager/President

By:

Rebecca A. Ynares
Governor

WITNESSES

Lolita B. De Guzman

Ma. Victoria B. Tejada

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2020	Manila
<u>CARLOS GERONIMO</u>	<u>TIN NO. 009-062-732</u>		

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

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

Construction of 2-storey Ynares Multi-Purpose Building (Day Care Center) at Southville 3A, Block 28, Bgy. San Isidro, Rodriguez, Rizal

WITNESS MY HAND AND SEAL this 06 NOV 2020 day of Antipolo City

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Series No. 20

Atty. Anna Marie L. Santos
NOTARY PUBLIC
Notary Public (Specialty) Commissioned
at in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 19-006
PTR NO. 127-0006
Notary Public
SP License Number No. 010320R
AOLE Compliance No. NA-000788
Valid Until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

MR. CARLOS S. GERONIMO
CSGER CONST. CORP.
Rodriguez, Rizal

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to **CSGER CONST. CORP.** that work may proceed on the *Constn. of Covered Pathwalk & Fence at Amityville Elem. School, Brgy. San Jose, Rodriguez, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

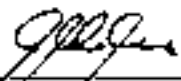

REBECCA A. YNARÉS
Governor

I acknowledge receipt of this Notice on:

11-06-2020

Authorized Signature:

Name of the Representative of the Bidder:



CARLOS S. GERONIMO

10:06:2020 # 23

CONSTRUCTION AGREEMENT 23

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

CSGER CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodriguez, Rizal and herein represented by its Proprietor/President/General Manager, CARLOS GERONIMO of legal age, Filipino citizen, single/married, resident of Rodriguez, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 2, s. 2020 namely

Construction of Covered Patiwala & Fence at Acitavilla Elementary School, Brgy. San Jose, Rodriguez, 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 6 October 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Six Hundred Eighty-Seven Thousand Two Hundred Twenty-Two Pesos & 51/100 (P 1,687,222.61), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Sixty-Eight (68) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. RPSB Res. No. 2, s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Six Hundred Eighty-Seven Thousand Two Hundred Twenty-Two Pesos & 51/100 (P 1,687,222.61), 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 PhSOS Five Hundred Six Thousand One Hundred Sixty-Six Pesos & 78/100 (P 506,166.78) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a 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

[Handwritten signatures and initials on the left margin]

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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 day of NOV 2020 at Antipolo City.

CSGER CONSTRUCTION CORPORATION
Entry/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
CARLOS GERONIMO
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES —

[Signature]
LOLITA B. DE GUZMAN

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY, RIZAL P.S.S.

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

Name/Entry	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. PS239281A	August 5, 2020	Manila
<u>CARLOS GERONIMO</u>	<u>TIN NO. 009-082-732</u>		

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

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

Construction of Covered Pathwalk & Fence at Amityville Elementary School, Brgy. San Jose, Rodriguez, Rizal

WITNESS MY HAND AND SEAL this 06 day of NOV 2020 at Antipolo City.

[Signature]
ATTY. ANNE MARIE L. SANTOS
NOTARY PUBLIC
RIZAL
Notary Public for and in Antipolo City, Rizal
Date: December 31, 2021
Adm. Matter No. 19-000
PTR NO. 123456789
Notary License No. 00200
Notary Public
MORLE Compliance No. V-201786
Valid until Jan 11, 2022

Doc No. 22
Page No. 6
Book No. 2
Series 20



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 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


*Repair/Repainting of Ynares Multi-Purpose Covered Court
& Fence at N.T.A. Village, Brgy. San Jose, Rodriguez, Rizal*

effective on the day you received this Notice to Proceed.

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


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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on: _____ 10/06/2020 _____

Authorized Signature:

Name of the Representative of the Bidder:  _____
RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT 24

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 716, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

LARD BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Baras, Rizal, and herein represented by its Proprietor/President/General Manager, RENATO VILLARONAN, of legal age, Filipino citizen, single/married, resident of Baras, Rizal, hereinafter referred to as the CONTRACTOR WITNESSETH, That:

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

Repair/Repainting of Ynares Multi-Purpose Covered Court & Fence at N.T.A. Village, Brgy. San Jose, Rodriguez, 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 6 October 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Ninety-Seven Thousand Four Hundred Ten Pesos & 93/100 (P. 1,097,410.93), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Fifty-Six (56) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 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
- 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 Bulbains
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Ninety-Seven Thousand Four Hundred Ten Pesos & 93/100 (P. 1,097,410.93), 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 Hundred Twenty-Nine Thousand Two Hundred Twenty-Three Pesos & 28/100 (P 329,223.28) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will enable the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law." Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 NOV 2023 day of Antipolo City, Rizal.

LARD BUILDERS
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

RENATO VILLAROMAN
Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) S.S

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A YNARES	Passport No P8239281A	August 5, 2028	Manila
<u>RENATO VILLAROMAN</u>	<u>TIN NO. 119-041-448</u>		

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

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

Repair/Repainting of Ynares Multi-Purpose Covered Court & Fence at N.T.A. Village, Brgy. San Jose, Rodriguez, Rizal

WITNESS MY HAND AND SEAL this 06 NOV 2023 day of Antipolo City.

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NOTARY PUBLIC
for Angono, Bacup, Malabon & Cardona
all in the PROVINCE OF RIZAL
Unit Registration: 01
Admin. Order No. 14-005
NOTARY PUBLIC 127400 Rizal
RDI of Lic. No. 52250
BP Listing Number No. 016630 - Rizal
MOLE Compliance No. M-007887
Valid until Apr 17 2030



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

MR. DENNIS C. SANDIL
D.C. SANDIL CONST. AND REALTY DEVT. INC.
Rodriguez, Rizal


Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to **D.C. SANDIL CONST. AND REALTY DEVT. INC.** that work may proceed on the *Improvement / Concreting of Various Roads at Divine Mercy Village, Brgy. Guimang Bayan 1, San Mateo, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,



REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on

11 am, 20 2020

Authorized Signature

Name of the Representative of the Bidder:


DENNIS C. SANDIL

CONSTRUCTION AGREEMENT 25

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 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

D.C. SANDIL CONSTRUCTION & REALTY DEV'T. INC. 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 San Juan City, and herein represented by its Proprietor/President/General Manager, DELLIS C. SANDIL, of legal age, Filipino citizen, single/married, resident of San Juan City, hereinafter referred to as the **CONTRACTOR**. WITNESSETH That,

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

Improvement/Concreting of Various Roads at Divine Mercy Village, Brgy. Quitang Bayan 1, San Mateo, 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 6 October 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 Ten Million Six Hundred Ninety-Eight Thousand Five Hundred Fifteen Pesos & 05/100 (P10,698,515.05), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within One Hundred Eighty (180) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 21, s. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Ten Million Six Hundred Ninety-Eight Thousand Five Hundred Fifteen Pesos & 05/100 (P10,698,515.05), 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 PFSOS Three Million Two Hundred Nine Thousand Five Hundred Fifty-Four Pesos & 52/100 (P 3,209,554.52) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 05 day of November 2020 at Antipolo City, Rizal

**D.C. SANDEL CONSTRUCTION & REALTY
DEV'T. INC.**

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

DENNIS C. SANDEL

REBECCA A. YNARES

Proprietor/Manager/President

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239286A	August 5, 2028	Manila
DENNIS C. SANDEL	TRN NO. 185-510-536		

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/Concreting of Various Roads at Divine Mercy Village, Brgy. Guinang Bayan 1, San Mateo, Rizal

WITNESS MY HAND AND SEAL, this _____ day of _____, 2020 at Antipolo City.

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NOTARY PUBLIC
ROSEMARIE B. BAYAN
Notary Public for and in the Province of Rizal
Jury, December 31, 2020
Notary Paper No. 19-001
Rizal
Rol of Notaries No. 58205
ICP Lifetime member No. 016627
MCLE Compliance No. V-0107-20
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

MR. VICTORIANO L. ADA
THREE W BUILDERS INC.
Las Piñas City

Dear Mr. Ada:

The attached Contract Agreement having been approved, notice is hereby given to **THREE W BUILDERS INC.** that work may proceed on the *Construction of Stone Masonry for Slope Protection of Ampid River, Brgy. Ampid I and Brgy. Ampid II, San Mateo, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

... 11/06/2020

Authorized Signature

Name of the Representative of the Bidder:


VICTORIANO L. ADA

CONSTRUCTION AGREEMENT 76

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

THREE W BUILDERS, INC., 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 **Las Pinas City** and herein represented by its Proprietor/President/General Manager, **VICTORIANO ADA**, of legal age, Filipino citizen, single/married, resident of **Las Pinas City**, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

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

Construction of Stone Masonry for Slope Protection of Aspid River, Brgy. Aspid I and Brgy. Aspid II, San Mateo, 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 **6 October 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 **Thirty-Three Million Nine Hundred Thirty-Seven Thousand Eight Hundred Thirty-One Pesos & 05/100** (P **33,937,831.05**), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Three Hundred** (**300**) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. **21, s. 2019**
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS **Thirty-Three Million Nine Hundred Thirty-Seven Thousand Eight Hundred Thirty-One Pesos & 05/100** (P **33,937,831.05**), 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 Ten Million One Hundred Eighty-One Thousand Three Hundred Forty-Nine Pesos & 32/100 (P 10,181,349.32) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.


15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 day of NOV 2024 at Antipolo City, RIZAL.

THREE W BUILDERS, INC.
Entity: Firm Corporation
By: 
VICTORIANO ADA
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT
By: 
REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA R. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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


Names/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. PS239281A	August 5, 2024	Manila
<u>VICTORIANO ADA</u>	<u>TIN NO. 414-753-000</u>		

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

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

Construction of Stone Masonry for Slope Protection of Anpid River, Brgy. Anpid I and Brgy. Anpid II, San Mateo, Rizal

WITNESS MY HAND AND SEAL this _____ day of _____
Antipolo City
Doc No. 10
Page No. 3
Book No. 2
Series 2024


NOTARY PUBLIC - ANTIPALO Rizal
Rol of Notaries No. 89250
3P License No. 0188374721
MCLE Compliance No. N-001788
Valid until April 1, 2025



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 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 2-storey, 6-rooms Ynares School Building at Silangan Elem. School (Buntong Palay Annex), Brgy. Silangan, San Mateo, Rizal* effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

11.06.2020

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY B. SORIANO

CONSTRUCTION AGREEMENT 27

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 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

S.E. SORIANO CONSTRUCTION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Marikina, Rizal, and herein represented by its Proprietor/President/General Manager, **SIDNEY SORIANO** of legal age, Filipino citizen, single/married, resident of Marikina, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuance of the Sangguniang Panlalawigan Ordinance No. **RPSB Res. No. 3, s. 2020** namely:

Construction of 2-storey, 6 rooms Ynares School Building at Silangan Elementary School (Buntong Palay Annex), Brgy. Silangan, San Mateo, 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 6 October 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 Thirteen Million Three Hundred Fifty-Seven Thousand Six Hundred Ninety-Eight Pesos & 38/100 (P 13,357,698.38), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Two Hundred Sixty-Four (264) 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. **RPSB Res. No. 3, s. 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 bidders two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Thirteen Million Three Hundred Fifty-Seven Thousand Six Hundred Ninety-Eight Pesos & 38/100 (P 13,357,698.38), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Million Seven Thousand Three Hundred Nine Pesos & 51/100 (P4,007,309.51) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to.

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 day of NOV 2020 at Antipolo City, Rizal.

S.A. SORIANO CONSTRUCTION
Entity/Firm/Corporation
By: [Signature]
SIDNEY SORIANO
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT
By: [Signature]
REBECCA A. YNARES
Governor

[Signature]
LOLITA B. DE GUZMAN

WITNESSES —

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name-Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. PR239281A	August 5, 2020	Manila
<u>SIDNEY SORIANO</u>	<u>TIN NO. 233-687-269</u>		

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

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

Construction of 2-storey, 6 rooms Ynares School Building at Silangan Elementary School (Suntong Paley Annex), Brgy. Silangan, San Mateo, Rizal

WITNESS MY HAND AND SEAL, this 06 day of NOV 2020 at Antipolo City, Rizal.

Doc. No. 4
Page No. 2
Book No. 2
Series 20 20

[Signature]
MA. HELENA L. BARTOS
Notary Public for and in the Province of Rizal
Not. Reg. No. 12345
Not. Pub. No. 12345
NOTARY PUBLIC
Not. Reg. No. 12345
Not. Pub. No. 12345
Valid until April 14, 2027



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 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 *Rehabilitation / Asphalt Patching of Parking Area at Ynares Sports Arena (YSA), Pasig 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:


PORFIRIO P. MINA


10/06/2020 # 28

CONSTRUCTION AGREEMENT²⁸

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

 **JKD-D² ENTERPRISES**, 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 **Tansy, Rizal** and herein represented by its Proprietor/President/General Manager, **FORFIRIO MINA** of legal age, Filipino citizen, single/married, resident of **Tansy, 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 Pambalawigan Ordinance No. **15, s. 2020** namely:

Rehabilitation/Construct Patching of Parking Area at Ynares Sports Arena (YSA), Pasig City


 WHEREAS, the **CONTRACTOR**, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **6 October 2020**, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of **Two Million Six Hundred Thirty-Four Thousand Six Hundred Twenty-Two Pesos & 31/100** (P **2,634,622.31**), Philippine Currency.


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

1. The whole works subject matter of this Agreement shall be completed within **Forty** (**40**) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. **15, s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 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 hereby covenants with the **PROVINCE** to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

 3. The **PROVINCE** hereby covenants to pay the **CONTRACTOR** the amount of PESOS **Two Million Six Hundred Thirty-Four Thousand Six Hundred Twenty-Two Pesos & 31/100** (P **2,634,622.31**), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and 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 Seven Hundred Ninety Thousand Three Hundred Eighty-Six Pesos & 69/100 (P. 790,386.69) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.


15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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. 9154, 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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 06 day of NOVEMBER 2028 at Antipolo City.

JND-11² ENTERPRISES
Entity/Firm/Corporation
By: 
PORFIRIO MINA
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT
By: 
REBECCA A. YNARES
Governor


LOLITA R. DE GUZMAN

WITNESSES
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOCITY, RIZAL - J.S.S

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

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239251A	August 5, 2028	Manila
PORFIRIO MINA	TIN NO. 154-422-889		


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

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

Rehabilitation/Asphalt Patching of Parking Area at Ynares Sports Arena (YSA), Resig City

WITNESS MY HAND AND SEAL this _____ day of _____ 2028
Antipolo City, Rizal

Doc No. 20
Page No. 5
Book No. 9
Series 20


ATTY. ANNAMARIE L. SANTIAGO
NOTARY PUBLIC
Rizal Provincial Capital
all in the PROVINCE OF RIZAL
Until December 31, 2021
Not. Under No. 191-000
P.D. NO. 191-000
NOTARY PUBLIC
R.P. License No. 88750
R.P. License No. 013332-P-21
MOLE Compliance No. VI-000720
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

06 November, 2020

MR. REYNALDO SL. PEREZ
PERSAN CONST. INC. -
D.C. SANDIL CONST. & REALTY DEVT. INC.
(Joint Venture)
Quezon City

Dear Mr. Perez:

The attached Contract Agreement having been approved, notice is hereby given to **PERSAN CONST. INC. - D.C. SANDIL CONST. & REALTY DEVT. INC. (Joint Venture)** that work may proceed on the *Construction of Justice Building at Government Center, Sitio Cabading, Brgy. Inarawan, Antipolo, City* effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

06-09-2020

Authorized Signature:

Name of the Representative of the Bidder:

REYNALDO SL. PEREZ

10/06/2020 p. 29

CONSTRUCTION AGREEMENT 29
(JOINT VENTURE)

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

PERSAN CONSTRUCTION, INC., 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 Sta. Maria, Bulacan, and herein represented by its Proprietor/President/General Manager, **REYNALDO PEREZ**, of legal age, Filipino citizen, single/married, resident of Sta. Maria, Bulacan, hereinafter referred to as the **CONTRACTOR**; and

D.C. SANDIL CONSTRUCTION & REALTY DEVELOPMENT INC., 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 San Juan City, and herein represented by its Proprietor/President/General Manager, **DENNIS C. SANDIL**, of legal age, Filipino citizen, single/married, resident of San Juan City, hereinafter referred to as the **CONTRACTOR**.

WITNESSETH, That,

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, s. 2020, namely

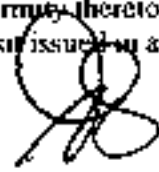
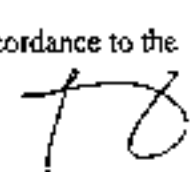
Construction of Justice Building at Government Center, Sitio Cabading, Brgy. Inarawan, Antipolo City

WHEREAS, the **CONTRACTOR**, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last **6 October 2020**, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of **Three Hundred Sixty Million Two Hundred Seven Thousand Seven Hundred Seventy Pesos & 74/100 (Php360,207,770.74)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Six Hundred Thirty (630)** 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. 20, s. 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
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R. A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Hundred Sixty Million Two Hundred Seven Thousand Seven Hundred Seventy Pesos & 74/100 (Php360,207,770.74), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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 One Hundred Eight Million Sixty-Two Thousand Three Hundred Thirty-One Pesos & 22/100 (P108,062,331.22) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;


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

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE,


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

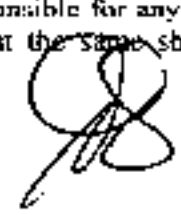

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

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

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

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

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

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement,

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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 or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ day of _____ at Antipolo City

PERSAN CONSTRUCTION, INC.
Entity/Firm/Corporation

By:


REYNALDO PEREZ
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

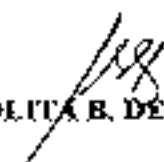

REBECCA A. YNARES
Governor

**D.C. SANDIL CONSTRUCTION & REALTY
DEVELOPMENT INC.**
Entity/Firm/Corporation

By:


DENNIS C. SANDIL
Proprietor/Manager/President

WITNESSES


LOLITA B. DE GUZMAN


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

<u>Name/Entity</u>	<u>Valid ID Presented</u>	<u>Date</u>	<u>Place</u>
<u>HON. REBECCA A. YNARES</u>	Passport No. P8239281A	August 5, 2028	Manila
<u>REYNALDO PEREZ</u>	TIN NO 103-977-081		
<u>DENNIS C. SANDIL</u>	TIN NO 185-510-536		

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 four (4) 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 Justice Building at Government Center, Sitio Cabading, Brgy. Inarawan, Antipollo City

WITNESS MY HAND AND SEAL, this _____ day of 16 AUG 2028 at Rizal Provincial Capitol, Antipollo City, Rizal.

NOTARY PUBLIC

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Book No. 2
Series 2020


ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Aragon, Brangonan & Cardona
at in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 19-02
PTR NO. 19-02 Rizal
Roll of Attorneys No. 18250
IBP License Number No. 016637-2021
MCLE Compliance No. VI-003763
Valid until April 14, 2022

