

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

13 August, 2020

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBLADAS CONSTRUCTION CORP. that work may proceed on the Construction of Elevated Water Tank, Installation of Water Distribution Lines & Construction of Artesian Well at Brgy. Bambang & Brgy. Rayap, Hinanganan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

rebecca a. ynares

I acknowledge receipt of this Notice on:

8 14 7000

Authorized Signature:

Name of the Representative of the Bidder;

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at binagemen Risal and herein represented by its Proprietor/President/General Manager, LAND UNIANS , of legal age, Filipino entizen, single/married, resident of Binagemen Risal , hereinafter referred to as the CONTRACTOR WITNESSETH, That,

Comparymetion of Misterios Water Took, Installation of Water Distribution lines And Commission of Artesian Well at Brys, Sembong and Brys, Rayup, Binangenes, Simal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last 17, 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the hilling better the forty the Thomas Transfer Parks 4 44/300 (P1.74 025.44), Philippine Corresey.

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

- 1. The whole works subject matter of this Agreement shall be completed within the Bundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely
 - a. SP Ordinance No. 21. 2. 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e, Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Eash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Case Million Seven hundred Feety (no Thomsand Twenty Five pages 1 0 100). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentably 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 Type Bondard Towns Tee Thomas Type Sandard Sanda
- 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 2005, 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 autount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welface 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 hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture to favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF	the parties have hereunto si Antipolo City.	gned this Agreement this	day
Entity/Firm/Corporation	RIZA	L PROVINCIAL GOVE	RNMENT
" ludiand	Ву:	8	
Proprietor/Manager/President	_	REBECCA A. YNARE Governor*	S
LOLITA DE GUZMAN	WITNESSES	MA VICTORIAB, TI	EJADA
,	OTARIAL ACKNOWLED	GMENT	
EPUBLIC OF THE PHUJPPINE			
NTIPOLO CITY BEFORE ME, a Notary Pu) S.S. iblic for and MARIPOS City	AL , personally appeared the	following
Name/Entity	Valid ID Presented	<u>D</u> ate	Place.
ION, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
AUDO UNIADAU	71F COS-M06689		

all known to me and to me known to be the same person's who executed the foregoing 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:

Cometroction of Elevated Water Took, Installation of Vator Platribulion Lines and Construction of Artesian Well at Says, Soutong & Drgy Payan, Minnacones, Risel

ATTY: ANNA MARIE L AUS 13 7070 day of for Angono, Birth Routs Practice Internation WITNESS MY HAND AND SEAL Bis Antipolo City.

Page No. <u>6°</u>1 Book No

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Until December 31, 2037 Adm Matter No. 19-000 PTR NO (37000) Qizal Reside ARM PUBLING 59250 IBP Lifetime Member No 016632 /Rizal MCLE Compliance No.VI-0007883 valid until April 14, 2022

NOTARY PUBLIC

all in the PROVINCE OF RIZAL

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Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

13 August, 2020

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the Construction of Water System Level III & Upgrading of Electrical Sevice Entrance at Sapang Elementary School, Brgy. Sapang, 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:

Authorized Signature.

Name of the Representative of the Bidder:

8-14-202

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LAURO M. UBIADAS

CONSTRUCTION AGREEMENT $_{\sim}$

KNOW ALL MEN BY THESE PRESENTS:

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 ant by its GOVERNOR, HON REBECCA A. YNARES, herein referred to as the PROVINCE; and ITT INIAMS 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 and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That. WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panhalawigan Ordinance No anacty: Construction of Veter System Level III and Special and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid decuments, appropried plans, program of works and specification in consideration of the amount of the sum of the s
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Manager, and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR WITNESSETH, That, WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panhalawigan Ordinance No Construction of Veter System Level III and Decreting of Electrical Services and Sangguniang Panhalawigan Panhalawigan Ordinance No Construction of Veter System Level III and Decreting of Electrical Services Interess at Sangguniang Panhalawigan Panhalawigan Ordinance No Construction of Veter System Level III and Decreting of Electrical Services Interess at Sangguniang Panhalawigan Panhalawiga
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Rid in a public hidding held last the construction and completion of the above said infrastructure works are succepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the amount of the strictly in accordance with the consideration of the amount of the strictly in accordance with the consideration of the amount of the amount of the foregoing premises, the parties hereto NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
Rid in a public hidding held last the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the foregoing premises, the parties hereto
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
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The whole works subject matter of this Agreement shall be completed within the provisions of the Bic 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. 2. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications e. Construction Schodule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R. A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Can Million Nine America Bighty Thomsons Seven Bushed Sinty Nine pesses 4 46/400 (P 1, 950,769,46), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as 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 Pive Bundered Minety Poor Theoretic Two Bundered Thirty pools & \$\frac{8\sqrt{100}}{100}\$

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10 The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- I) 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 purder 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 anylall of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil hability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT kiy ubiadas constigution corforation Entity/Firm/Corporation By: LAURO CHILADAS Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) 1S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in AMEDIO City, personally appeared the following

Place Date Valid ID Presented Name/Entity Passport No. P8239281A August 5, 2028 Manila HON, REBECCA A, YNARES 71Nan, 008-4406689 TABRO DETALAS

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

Chastrustion of Vator Lovel III and Tygrading of Blockrichl Service Satrones et Sepang Klasentary Sabsol, Ergy, Sapong, Sinengenou, Rival

WITNESS MY HAND AND SEAL this AUS 13 2000 Antipolo City.

Dec No. Page No. _____ 6 9 Book No. Series 20 að.

ATRY ANNA MARIE L. SANTOS NOTARY PUBLIC CHUING all in the PROVINCE OF RIZAL Uniji Dacember 31, 223: Adm. Matter No. 19-000 PTR NO 3-600-FRizal MOTAR MINIMINIO NO B9250 :8F Urletima Momber No. 016032 /Rizer MCLE Compliance No.VI-0007860 Valid until April 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

13 August, 2020

MS. MARIA TERESITA F. PAMINTUAN MJP CONST.& DEVT.CORP Baras, Rizal

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to MJP CONST.& DEVT.CORP. that work may proceed on the Upgrading of Maria Clara St. (B. Pag-Asa - Rizal Avenue). Begy, Sta. Ana & Begy, San Isideo, Taytay, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Clovernor ⊱

I acknowledge receipt of this Notice on:

Authorized Signature:

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

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 Read corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Barea, Riest and herein represented by its Proprietor/President/General Manager, Manager, MARIA TERESTRA P. PARISTUAN, of legal age, Filipino citizen, single/married, resident of Barea, Riestand, hereinafter referred to as the CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalawigan Ordinance No. 29, 8, 2019 ______ namely:

Opgrading of Maria Class St. (S. Pag-Asa- Ricel Avenue), Bryy, Sta Ann & Sry. San Inidro, Taylog, Rical

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last July 17, 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 Service Million Mine Emilies Theorems Service Parties I Laty Sighth pools 4 76/100 (P 7,973,768,96) Philippine Carrency.

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

- 1. The whole works subject matter of this Agreement shall be completed within the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. 21, 4, 2019
 - b. Certificate of Availability of Funds
 - e. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto.
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

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 Pesos 1 26/100 (P/47)26/100), Philippine
 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Military Three Buildred Security Four Three Prior Three Prio

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10 The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to thear
 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 3 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 Implumenting Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

works is/are located. IN WITNESS WHEREOF D B Ai/o 2020 at	, the parties have hereunto signed Antipolo City.	i this Agreement this	day of
MIP. SCHOOLSKYTICH & DESIGNATION Entity/Firm/Corporation	RIZAL PI	ROVINCIAL GOVE	RNMENT
By:	By:	*	
Proprietor/Managers/President	NI RI	EBECCA A. YNARE Governor	s
161	WITNESSES		
LOLITA B. DE GUZMAN	MOTARIAL ACKNOWLEDGMI	<u>ia. Victoriy</u> cb <u>. 13</u> Svi	<u>ZJADA</u>
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY) S.S.	-	
BEFORE ME, a Notary Pu	ablic for and in Mark 12A'	sonally appeared the	following
Name/Entity	Valid ID Presented	<u>Dote</u>	Place
HON, REBECCA A. YNARES	Passport No. P823928) A	August 5, 2028	Manila
MAGIA TEREGIYA I. PANIKTYAJ	TOT No. 213-504-753		

क्रास्त्रकारा. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

SOTMAE,

NOTARY PUBLIC

written and has been signed by the parties bereto in each and every page hereof, refers to the Agreement for: Operating of Maria Clare at. (B. PagudameRinel Avenue), Bray. Ste Ann &

argy, Sec leidre, tayloy, Musl ATTY ANNAMARIE L

WITNESS MY HAND AND SEAL this Antipolo City. Doc No. ____<u>343</u>

for Angental Straingerunde Cardener all in the PROVINCE OF RIZAL Until December 31, 2024 Adm. Matter No. 19-600 PTR NOISTOCHO Rizal NEGRACIAMOSILANS No. 69250 Page No. ___ Book No. ___ Pho IBP Lifetime Member No. 016632 /R-72 MCLE Compliance No.VI-0007883 Series 20 20. Valid until April 14, 2032



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

13 August, 2020

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the Construction of 15x30m Ynarcs Multi-Purpose Covered Court at Taytay Senior High School, Brgy. Dolores, Taytay, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

8.14 2020

Authorized Signature:

Name of the Representative of the Bidder;

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 4

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveres St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Example ** April
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No.
Construction of 15m3Co Incres Hulti Purpose Covered Court at Taylor Semior High School, Juny, Polence Englay, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding beld last 47, 2005, 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 These Killian Fine Kantred Eight Theorem Provided Servety Four A 59/400 (P 3,908,774.59), 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 [430]) 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 betewith and incorporated herein by way of reference, namely:
 a. SP Ordinance No. 24, 20, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Hid Security
i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Cradic Line Feetificate AFFC A Configure of Cash Deposit issued in accordance to the

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 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;

Rules and Regulations implementing R.A. No. 9184

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

Three Hillian Fine Reduced Fight Thomased Seven Bundred Seventy Four Page (P. 1, 908, 771, 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 not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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, Intrastructure Projects and Consolting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or tenningte the contract, without prejudice to other courses of action and remedies available ender 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 thily 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. 918%, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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By:	Ву;	R	
la la a la	Ri	BECCA A. YNARE	S
LOLITA A DE CULMAN	WITNESSES	A. VICTORIAN TE	ZJ <u>ADA</u>
(- '	NOTARIAL ACKNOWLEDGME	:NT	
REPUBLIC OF THE PHILIPPIN	(FS)		
ANTIPOLO CITY) S.S RIZA	L.	
BEFORE ME, a Notary I) S.S. Public for and in ANGONO, RIZA Public for and in ANGONO City, per	sonally appeared the .	following
Name/Entity	Valid 10 Presented	Date	<u>Pl</u> ace
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
	221. No. 108-410-6689		

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:

Comparenties of 45m3Cm Yearon Halai Parpens Covered Court At Taytay Semior Righ School, Ergy, Delures, Tayoty, Risel

WITNESS MY HAND AND SEAL this ______ day of ______ ATTIC ANNA MARIE L. SANTOS ______ Antipolo City. ______ day of ______ tor Angento, Sint and Seal this ______ day of ______ tor Angento, Sint and Seal this Cardona attin the PROVINCE OF RIZAL Until December 31, 2021 Adm Matter No. 192004

Page No. GQ.
Book No. Scries 20 20.

Adm Matter No. 19-004
PTR NO. 30-004
Rizal
MCLE Comptiance No. VI-0037690
Valid until April 14, 2022



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

13 August, 2020

MS, ELIZA N. VILLARICO TNV CONSTRUCTION AND SUPPLY Malolos Bulgean

Dear Ms. Villarico:

The attached Contract Agreement having been approved, notice is hereby given to TNV CONSTRUCTION AND SUPPLY—that work may proceed on the Construction of Fence, Riprap & Concreting of School Ground at Taytay Senior High School, Brgy. Dolores, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

8-14-20-W

Authorized Signature:

Name of the Representative of the Bidder:

ELIZAN. VILLARICO

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 Read corner P. Otiveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, berein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Malage Dilam , and herein represented by its Proprietor/President/General Manager, ————————————————————————————————————
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoniang Panialswigan Ordinance No21_ s. 2019 namely: Construction of Pence, Riproy & Constructing of School Ground at Taylor Senior High School, Srgy. Polarce, Taylor, Meel
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 17, 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 Traction 1111100
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: 1. The whote works subject matter of this Agreement shall be completed within the thing of the subject of the Agreement shall be completed within the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated become by way of reference, namely:
a. SP Ordinance No. 21, 2, 2019 b Certificate of Availability of Funds c Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Cortificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Military force bendered forcets Two Phonesad Pour Contract Seventions, 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 Tundred Thirty Con Thousand Server**

Philippine Corrency, in the form of Portering 3 as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no "EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- I4. 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 samped 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. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this U.R. 2000 day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT By: REBECCA A. YNARES Governor 6 anager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) OLO CITY) S.S.

ANGONO, RIZAL

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following ANTIPOLO CITY Place Valid ID Presented Date Name/Entity Passport No. 28239281A August 5, 2028 Mamila HON, REDECCA A, YNARES 312-059-0**87** eltya villatico 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:

ATTY, ANNA MÁRIE L. SANTOS ar Rizal 1970 ABCAT CAMID. for Angono, Binengonar & Campra

all in the PROVINCE OF RIZAL Unit December 31 402)

IBP Lifetime Member No. 016632 /Riza.

MCI.E Compliance No.VI-0007881: Valid until April 14, 2022

Adm Matter No. 1970 PTR NO. 1376 PTR NO. 137

Countraction of Fasce, hiprop & Concretion of School Secund at Toytey Sealer Righ School, Repr. Deleros, Toytey, Wisel

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Antipole City.

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

13 August, 2020.

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

Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to FLS CONSTRUCTION AND BUILDERS——that work may proceed on the Constn. of 2-Storey Ynares Multi-Purpose Building at Palmera 1, Brgy. San Isidro, 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:

& 14 30 M

Authorized Signature:

Name of the Representative of the Bidder:

FELIMON M. SANTOS

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 an existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito Circumferential Road corner P. Otiveros St., Brgy. San Roque, Antipolo City, represented in this act b its GOVERNOR, FION. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Taytay Risal and herein represented by in Proprietor/President/General Manager, Felimon L. Santon of legal age, Filipin eitizen, single/married, resident of Taytay Risal 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, B, 2019 namely:
Construction of 2 storey Trares Helti Purpose Building at Palmera 1, Bray. San Isidro, Taytay, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last July 17, 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 consideration of the amount of Three Hillian Four Rendered Strive Six Thomsand Two Hundred Eleven peace & 26/700 (P3.466.271.26), Philippine Currency NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed with One Rundred Thirty Six (136) calendar days, in accordance with the provisions of the B. Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:
 a. SP Ordinance No. 21, 24, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
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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 Killian Four Smared Sixty Six Thousand Two Rundred Sixty Six Thousand Six Thousand Two Rundred Sixty Six Thousand Six Thousa 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 Rid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Con Killion Thirty Nine Thousand Edgit Bundred Sixty Three peace 4.38/100
 Philippine Currency, in the form of performance Rend as a measure of glurantee 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 demaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and termeties available under the circumstances."

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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 918%, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

works is/are located.				
IN WITNESS WHEREOF, at A	the parties have hereunto signed antipoto City.	this Agreement this	day o	หั.
FLS CONSTRUCTION AND SUTEDS Entity/Firm/Corporation	<u>rizal pi</u>	OVINCIAL GOVE	UNMENT	:
By:	By:	8		
Proprietor/Manager/President	RE	BECCA A. YNARE Governog	s	
LOLITAB DE CHEMAN	WITNESSES M	A VICTORIAN TI	ETVĎV	ı
NO	OTARIA). ACKNOWLEDGME	:NT		
REPUBLIC OF THE PHILIPPINES AN ANKLONICITY ZAL BEFORE ME, a Notary Pub)) S.S. ANGONO, R1ZAi lic for and in Antipolo City, per	; sonally appeared the :	following	į
Name/Entity	Valid ID Presented	Dage	<u>Pl</u> ace	:
HON, REBECCA A. YNARES	Разэроп №. РЯ239281А	August 5, 2028	Manila	
PELINON L. SANTOS	\$1= No. 137-732-196			
all known to me and to me known acknowledgment that the same is their present.	to be the same person/s who c it free velimitary act and doed as t	xecuted the foregoing well as the entity that	instrument ar they respective	id ly \
This instrument, consisting of written and has been signed by the par	of three (3) pages including this ries hereto in each and every page	page wherein this ac hereof, refers to the A	knowledgment Agreement for:	E
Construction of 2 starsy In San Isidro, Taytay, Risal	ares Multi Purpose Build	ing at Palmora 1	, Brgy.	
•	1.0	MATTAI	MARIE L. SAN RY PUBLIC POCCOSO & CON	
WITNESS MY HAND AND AND AND RIZAL	SEAL thisday of 1 3	Adm, 1 PTR NO	รอาการการใ _{ห้สัญ} Matter No <u>. (ค</u> วลงยะ ส. R.zat	-8x 21
Page No. Book No. Series 20		Roll of Affer 19 PJøfs/Ryssterd MOLE Complia	9275 No. 6825(Ø84 No. 01683)	2.748m a



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

13 August, 2020

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP.——that work may proceed on the Asphalt Overlaying/Concrete Reblocking (portion) of J.P. Burgos St., Sitia Sambungan, Brgv. Bagumbong, Julajala, Rizat effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor 🔈

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: In

JUAN PAGEO MIGEEL E. MANLAPIT

CONSTRUCTION AGREEMENT 7

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and hetween:

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

L. EDICATE ACIDITATE CONTROL TYPE , 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 Pecia City and herein represented by its Proprietor/President/General Manager, Fuel Proprietor/General Manager, Fuel Proprietor/President/General Manager, F

Asphalt Overlaying/Constate Hoblocking (portion) of J.F. Burges St., sitte Sembnagan, Bryy. Regumbong, Jalajala, Minal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last <u>July 17, 2020</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of **Pive Militar Three Emdred Thirty Two Theorems**.

Two Emdred Seventy Light power to July (17, 332, 278, 278, 25), Philippine Currency.

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

- 1. The whole works subject marter of this Agreement shall be completed within 1-1 ty (20) calcudar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:
 - a. SP Ordinance No 21, *a 2019
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate.
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the wirning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 **The Militar Three **Indicator Thinks Two Thomas Two Manager Security Eight pages 55/100

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOSCON MILLIAM PIVE Hundred Minety Nine Thousand Six Mandred Mighty Three peace & 50/100 (P 1.599, 683.96)

 Philippine Currency, in the form of Performance Band as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 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-teath of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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 bealth and safety, workmen's wolfare compensation for injuries, minimum wages, hours of work and other labor laws;

- The CONTRACTOR shall assume all the risk in connection with the completion of the forementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rates and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR underskes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, Thut, 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. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or i works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this B & AUG 2020 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT L. EUS Chary/Firm/Corporation By: By; REBECCA A. YNARES Governor 🎸 WITNESSES <u>LOLITA B. I</u> NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) DLO CITY) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following ANTIPOLO CITY Place Date Name/Entity Valid ID Presented Manila August 5, 2028 Passport No. PB239281A HON, RESECCA A. YNARES Just Photo Righel 7: Healapit Tim No. 900-159-917 all known to use 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: Amphalt Constaying/Comerate Rebleshing (portion) of JaP. Barges St., Sitio

Sambungen, Svey. Magustone, Salajala, Risal

WITNESS MY HAND AND SEA Antipolo City. Fine No. 34.5 Page No. 370 Book No Series 20_{9}	AL this AUG 13 7070 day of	ATTY ANNA MARIE L. SASTOS at Real Provincial Capitol for Angeno, bine agenar & Cardene all in the PROVINCE OF RIZAL Until December 31, 23,1 Adm. Matter No. 19-04 PTR NO (37-04) Rizal NOTABLE GRAPH Chays No. 69250 IBP Lifetime Member No. 016632 (Rizal MCLE Compliance No.VI-009/880 Validants Apol 14, 2022
		Valid unt4 Apol 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

13 August, 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

Construction / Extension of Julajala Municipal Building, Brgy. First District, Julajala, 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

Gavernor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

CONSTRUCTION AGREEMENT &

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

	This MOREINALIST made and entered into by and oxinted
`	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
i	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 Tanay Pisal and herein represented by its Proprietor/President/General Manager, partitio N. of legal age, Filipino citizen, single/married, resident of Tanay, Risal , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Saugguniang Paulalawigan Ordinance No21, a., 2019 namely.
	Construction/Extension of Jalajala Municipal Building, Brgy, First District Jalajala, Risal
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held lasthely _17 2020
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within the 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 No24,
	 c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
]	i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
)	 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS was x1311 to Water Product Picks. To Theorems.

Philippine Currency, in the form of particles with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted beautit 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 _____ 8 AUG 2020 at Aptipolo City. RIZAL PROVINCIAL GOVERNMENT Entity/Furm/Corporation By: REBECCA A. YNARES Governor 😭 etel/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in AMERICAN City, personally appeared the following Place Valid ID Presented Date Name/Entity Passport No. P8239281A August 5, 2028 Manila HON, REBECCA A. YNARES 928 Rej 15444224889 PORTAGO PIN all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary set and 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:

Commitmention/Extension of Falsjola Municipal Building, Ergy, First District, Jalojela, Risel

WITNESS MY HAND AND SEAL this _AUG 13 447061 Antipolo Chy.

Doc No. <u>337</u> Page No. <u>69</u> . . Book No. ___ Sentes 20_20

ATTY ANNAMARIE L. SANTOS NOTARY PUBLIC for Angulian Elization and Angulationa all in the PROVINCE OF RIZAL Until December 31, 2021 Adm. Mellor No. 19 - Coc. PTR NO.376-99-08izal NOT Salkal Altorneys No. 69250 BP Lifetime Member No. 016632 (Riza-MCCE Compliance No.V: 0007883 Valid until April 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

13 August, 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 Improvement / Concreting (portion) of Road at Sitio Yapak, Ergv. Lagundi, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY B. SORIANO

CONSTRUCTION AGREEMENT 9

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered this by and between:
Circun its GO	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and ig under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, inferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo Ciry, represented in this act by ERNOR, HON, REBECCA A. YNARRS, herein referred to as the PROVINCE; and
und	a sole proprietorship/private corporation, duly zed and existing under the laws of the Republic of the Philippines, with principal place of business office address at Horong Riss! and herein represented by its etor/President/General Manager, 31 day Sorismo of legal age, Filipino is single/married, resident of hereinafter referred to as the TRACTOR WINNESSETH, That,
pursua	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in of the Sangguniang Panlalawigan Ordinance No
	ovement/Concreting (portion) of Rose at Sitio Yapak, Bray, Laguadi, ag, Risel
Bid in the co follow	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence lertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive a public bidding held last
hereby	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto y agree as follows:
Docum	1. The whole works subject matter of this Agreement shall be completed within (
	a. SP Ordinance No. 21, 5, 2019 b. Certificate of Availability of Funds
D	 c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Four Sundred Sixty Three Thousand Six Sundred Trenty Sight years.

(P 2,461,628,46). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to scente this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the tequired performance security of PESOS Seven Hundred Thirty Nine Theorems Eighty Bight peo (P730,058,54)

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

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

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

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

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

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

26

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

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

Jurisdiction over civil cases the appropriate court of the city/mu works is/are located.	or suit out of the implementation nicipality of the Province of Riza	n of this Agreement, if where the infrastru	shall belong to ecture project or	
navitness whereof, 0 8 AUG 2020 at a	the parties have hercunto signed Antipolo City.	this Agreement this	day of	
6. 3. MCSIANO OLNOTHUMENTALE Entity/Figur/Corporation	RIZAL PR	OVINCIAL GOVER	NMENT	
Ву:	By:	4		
SITURE LUPISMO	RE	BECÇA A. YNARE	s į	
Proprietor/Manager/President	• •	Governor ←		
	WITNESSES	<i>~</i> .	l	
LOLITA B. DE/CUZMAN	<u>M</u>	A. VICTORIA B. TI	U <u>ADA</u>	
N	OTARIAL ACKNOWLEDGME	тv		
, REPUBLIC OF THE PHILEPINE				
ANTIPOLO CITY	IS.S.	T.		ı
BEFORE ME, a Notary Pul) S.S. blic for and in Althopolo City, pers	onally appeared the I	following .	
Name/Entity	Valid ID Presented	Date	<u>Place</u>	j
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila	
ANDREY SORTANC	TIN No. 233-687-269			
all known to me and to me knows acknowledgment that the same is the present.	eir gree volgygelê wel sung geen as i	NER SE THE CHAIL HIGH	uscy respectationy	
This instrument, consisting written and has been signed by the particles (particles, Rise).	of three (3) pages including this arties hereto in each and every page 14m) of Load at 51110 Ya	page wherein this ac hereof, refers to the A	knowledgment is Agreement for:	_
WITNESS MY TAND AND Antipolo City.	SEAL disdue 13 2070	NOTA: for Angoho, Bin et insthei紹和 Until D Adm,	MARIE L. SANTO RY PIJHUIC Jangonan & Cardon Punning Central ecomber 31 deal Malter No. 19 red Electric Rizal	กอ -
Doc No341 Page No362 Book No1 Saires 20_ 202		Rob of Arto IBS Lifether, Mon MCLE Complia	meys No. 69250 der No. 016632 /f ince No.VI-300768 April 14, 2022	₹:z 33



NOTICE TO PROCEED

13 August, 2020

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Construction of Stone Masonry Headwell (partion) of Wave Boulevard, Brgg. Wawa, Pilitta, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor 🛴

Lacknowledge receipt of this Notice on:

8:14:2020

Authorized Signature:

Name of the Representative of the Bidder:

07/17/2020 # 10

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

ANROL CONSTRUCTION	, a sole proprietorship/private corporation, duly
and office address at Fasig City	and herein represented by its and herein represented by its larence Ceche , of legal age, Filipino City , hereinafter referred to as the
WHEREAS, the PROVINCE doctares to pursuant of the Sangguniang Panlalawigan Ordin	nat certain infrastructure works should be constructed in ance No
Construction of Stone Leagury Headwell Filips, Simal	l (portion) of "swa Boulevard, Brgy, warm,
to undertake the above said infrastructure works. Bid in a public bidding held last	has been declared as the Lowest Calculated Responsive has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake aid infrastructure works strictly in accordance with the is, approved plans, program of works and specification in four control forty five Thomas 3 oven Sundres (P 1,445,710,72), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within 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. 21. 4. 2019
- b. Certificate of Availability of Funds
- e. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Cornflicate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Cae Killian Four Factor Fire Thomsond Seven ibunded Tempered & 72/100 (P1.445.210.672), 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;

404.42

- 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 Standard Thirty Three Thomas Serve (P 435-713-22)

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

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

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

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

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

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

works is/are located. EN WITCHARD WHEREOF, the parties have hereunto signed this Agreement this _____ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Bv: REBECCA A. YNARES Governor & WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 158 BEFORE MF, a Notary Public for and in Addipolo City, personally appeared the following <u>Place</u> Date Valid RD Presented Name/Entity August 5, 2028 Manda Passport No. P8239281A HON, REBECCA A. YNARES CLASENCE CACCO TEST NO. 151-542-125 all knows 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 earity 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 State Massary Sendonil (pertion) of Value Senieverd, Ergy. Haws, Fililla, Rissl

AUG 13 2010 day of WITNESS MY HAND AND SEAL this Antipolo City.

Doc No. Page No. <u>6,2</u> Book No.

Scrice 20 40

ATTY ANNA MARIE L. SANTOS at 1850 मिर्डिसिक्सिक्सिक्सिकारी for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL Until December 31, 2021
Adm Maller No. 19 1900
PTR No 1900 Rezal
NOTATION OF Alternation (No 69250

BP Lifetime Member No. 016632 /Rizal MDLE Compliance No.VI-0097853 Valid until April 14, 2022



NOTICE TO PROCEED

13 August, 2020

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Asphalt Overlaying and Concrete Reblocking (portion) of Sitio Bulacan I Road, Brgy, Bagumbayan, 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.

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

Very truly yours,

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: JDAN PAOLO MIGUEL E. MANLAPIT

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Read corner P. Oliveros St., Brgy. San Reque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pauls City and herein represented by its Proprietor/President/General Manager, Juan Faels Rignel F. Manager of legal age, Filipino eitizen, single/married, resident of Famis 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
Asphalt Overlaying and Concrete Reblocking (pertion) of Sitio Delegan 1 Road, Brgy. Begunbayan, Fililla, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
I. The whole works subject matter of this Agreement shall be completed within Xighty Four (
a. SP Ordinance No. 21. 20.209 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security f. Addenda and Supplemental Bulletins f. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184

- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PRDVINCE 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 Tour Militan One Bundred Forty Four Thousand Five Bundred Staty Five patents 49/100 (P 1100 1555, 40...), Philippine Currency, in consideration of the construction and only upon completion of the intrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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

 Plattopine Currency, in the form of as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and 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 figurested and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this __ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Embly/Firm/Corporation By: By: REBECCA A. YNARES Covertor & WITNESSES <u>ma, victória b. Teiada</u> NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) DEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following) 5.5. ANTIPOLO CITY Place: Date Valid ID Presented Name/Entity Passport No. P8239281A August 5, 2028 HON, REBECCA A. YNARES June Feels -

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 volontary 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,

Book No Series 20, 29. ertion) of Sitio Balance 1 Sout,

		- 4
		AT FY AND MARIE L. SANDOS
	a 2020	NOTARY PUBLIC
WITNESS MY HAND AN	D SEAL this AVE 13 200 of	Janghen de Angel Landons (Landons Landons Land
Antipole City.	3 /	all in the PROVINCE OF REAL Until December 31-22-4
		Adm Malter No. 19-00
Dec No <u>347</u>		PTR NO 234074 Rizal
age No		MOTABY PRESIDE Wenter No. 09850
Book No1_	•	Paul (EP Lifeline Weinber No. 016632 /Riv

WCLE Compliance No.VI-0007883 Weid natil Apr. 44, 2022.



NOTICE TO PROCEED

13 August, 2020

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Asphalt Overlaying and Concrete Reblacking (partion) of Sitio Liguu Road, Brgy. Hulo, Pilitta, 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

Gavernor 6

Lacknowledge receipt of this Notice on:

S 14-2010

Authorized Signature:

Name of the Representative of the Bidder:

07/17/2020 6 12

CONSTRUCTION AGREEMENT |2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

THIS HOREEPINE THE BEAR SHIP CHECKED INTO BY BEEN ON THE SECOND
The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duty organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circomferential 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
ANROL CUNSTAUCTION , 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 Panig City , and herein represented by its Proprietor/President/General Manager, Clarence Casho , of legal age, Filipino citizen, single/married, resident of Fanig 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, 10 2019 namely:
Amphalt Overlaying and Concrete Reblocking (portion) of Sitio Ligua Road, Brgy. Mulo, Fililla, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within <u>Bighty</u> (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
a. SP Ordinance No. 21, 6. 2019 b Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f, Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security i, Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k, Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 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 Killion Six Bradred Fifteen Thousand One Sundred Thirty Con Peace (P. 615, 131, 5), Philippine

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

manner presembed by the Contract and specified in the Hid and as agreed upon by the Contractor,

k 34/100

- 4. The CONTRACTOR warrants that he has not given nor promised to give any meacy or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; |2_
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOSCOO Hillien Three Euclided Eighty Four Throughd Five Euclided Thirty Line peace 6 40/100 (P 1, 324,539,40))

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

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

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

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

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

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

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

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

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

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

12 to 16

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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 12 to resort to other alternative modes of disputes resolution.

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

the appropriate court of the city/m works is/are located.			
IN ALENASS ASSESSED	, the parties have hereunto signed Antipolo City.	this Agreement this	day of
anico con trictly	RIZAL PI	ROVENCIAL GOVER	NMENT
Eatity/Firm/Corporation	 -		
By: 110 ld	Ву:	B	
CLACACE JACAN Proprietor/Manager/President	RI	Governor &	s
120	WITNESSES	B	
LOLITA B. DE GUAMAN	<u>M</u>	<u>ia. victoria b. te</u>	<u>IADA</u>
	NOTARIAL ACKNOWLEDGME	ENT	
REPUBLIC OF THE PHELIPPING	per		
ANTIPOLO CITY) \$.\$.		
BEFORE ME, a Notary P	ublic for and in AME polo City, per	AL sonally appeared the i	following .
Name/Emity	Valid ID Presented	Date	<u>Place</u>
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manita
CLIRANCE GA.	TIN See 151-542-125		

This instrument, consisting of three (3) pages including this page wherein this neknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for. Asphalt Overlaying and Comercte Reblocking (portion) at Sitio Ligus Road,

Brgy. Hulo, Fililla, Risel

WITNESS MY HAND AND SEAL thisday of Antipole City. Doe No33? Page No48 Book No4 Series 20_42	
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NOTICE TO PROCEED

13 August, 2020

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Asphalt Overlaying & Concrete Reblocking(portion) of Sitio Liput-Liput Road, Brgy. Huto, Pititla, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

S-147670

Authorized Signature:

Name of the Representative of the Bidder:

07/17/2020 # 13

CONSTRUCTION AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

THIS ACTACE PAGES AND CHICAGO MAY BY MAY BY WARE
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., Hrgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Phelippines, with principal place of business and office address at Paul City and herein represented by its Proprietor/President/General Manager
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlakwigan Ordinance No. 21, 0, 2019 earnely:
Asphalt Cverlaying and Comercte Reblocking (perticm) of Sitis Lipst-Lipst Road, Brey, Helo, Fililla, Fisel
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
Seventy Two peace & 51/100 (15,101,172.51), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Elighty Four (
a. SP Ordinance No. 21, 4, 2019
b. Certificate of Availability of Funds
c Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Juterest
 g. Bidding Documents including all the documents/statements contained in the witning bidder/s two (2) bidding envelopes
b. Bid Security
i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVENCE to the CONTRACTOR, the tatter hereby covenants with the PROVENCE 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

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(P6,101,172,51), 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 Hid and as agreed upon by the Contractor;

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

 These Number Fifty Can peace to 75/400.

 Philippine Currency, in the form of Performance Food as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Courtact, 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 of restitution shall be applicable in the implementation of this Agreement;

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injeries, 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 13 to resort to other alternative modes of disputes resolution.

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

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

Entity/Firm/Corporation	RIZAL PI	ROVINCIAL GOVER	INMENT
Proprietor/Manager/President	By:	EBECCA A. YNARE Governor &	s
LOLITA B. DE CYZMAN	WITNESSES	& (a, victoria <u>b, te</u>	<u>ADA</u>
No	OTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.S.		
BEFORE ME, a Notary Pub	olic for and inpublicable City, per	sonally appeared the f	following
Name/Entity	Valid ID Presented	Date	<u>Place</u>
ION, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manita
	+2-123		
ill known to me and to me known aknowledgment that the same is the sesent.	to be the same person's who	executed the foregoing well as the entity that	; instrument a they respectiv

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

stice) of Sitte Ligat-Ligat

HATNESS LOV HALIF	D AND SEAL this <u>ANG 13</u> 44406° _	ATTE ANNA MARIE L. SANTOS
	D. SPAN GENER CORP. WITH J. J. Seel Do	washingono: Birishgonais & Casbona
Antipolo City.	5 /	BILLION INC. PROVINCE OF RIZAL
		Until Oscambar 34, 2007
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Series 20 sec		IBP Lifetime Member No. 016632 (Riza
00100 80_90		MCLE Comphance No.VI-0007883
		Valid until April 14, 2022



NOTICE TO PROCEED

13 August, 2020

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Asphalt Overlaying and Concrete Reblacking (partian) of P. Oleta St., Brgy. Wawa, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

JUAN PAGEO MIGUEL E. MANLAPIT

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, duty 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 art by its GOVERNOR, HON REBECCA A. YNARES, herein referred to as the PROVINCE; and
L. NUMBER OF MELOTICAL OCCUPATION 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 Feedg City and herein represented by its Proprietor/President/General Manager, Juan Faolo Mignel F. Kenlapit, of legal age, Filipine citizen, single/married, resident of Testig City hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
sphalt Overlaying and Congrete Replacking (portion) of P. Clata St., Srgy.
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties better bereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Seventy 51x (76) calendar days, in accordance with the provisions of the Bio Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No 21 • • 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate

- d. Drawing, Plans and Specifications
- e. Construction Schodule
- f Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- i, Addenda and Supplemental Bulletius
-). Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS PLUE MELLICE ONE HUNDRED PLUE PROJECT PROJECT PLEASE PLUE PROJECT P

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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 (see Million Ten Beathed Thirty Three Thrusand Six Strategy Seven pages 47/400 (P1.233.677-47)

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmon'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 PROV(NCI);
- 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 Burcau 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 nutual 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 to proper cases, a violation by the CONTRACTOR of any/ail of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

O'STICE RIZAL PRO	OVENCIAL GOVER	NMENT
Ву;	6	
IT RE	BECCA A. YNARE Governor	s
WITNESSES		
М	A <u>, VICTORIA B. TI</u>	<u>JADA</u>
RIAL ACKNOWLEDGME	NT	
S 21ZAL		
or and in the polo City, pers	onally appeared the t	following
Valid ID Presented	<u>Date</u>	Place
Passport No. P8239281A	August 5, 2028	Manila
72H No. 000-459-947		
	By: REI WITNESSES MA ARIAL ACKNOWLEDGMES S. For and in Plant Polic City, pers Valid ID Presented Passport No. P8239281A	REBECCA A. YNARE Governor WITNESSES MA. VICTORIA B. TE ARIAL ACKNOWLEDGMENT S. For and in Parameter City, personally appeared the formula of the personal

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

Asphalt Overlaying and Compress Reblocking (portion) of F. Clats St., Brgy. Daws, Pililla, Pissi

WITNESS MY HAND AND SEAL this AUS 13 Typy of .
Assipole City.

 ATTY: ARENA MARIE L. SANTUS

PARTY * PROVINCE L. SANTUS

*** Argono. Energonan & Cardona

*** All in the PROVINCE OF RIZAL

Until December 31, 2001

Aom Mallet No. 19-20 C

PTR No. 13-20 C

ISP Lifetime Member No. 046532 /Riza: MCLE Cornellades No.VI-000788.; Valid unit April 14, 2022



NOTICE TO PROCEED

13 August, 2020

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Reputi/Repainting of Ynares School Bidg. at Virgilia B. Melendres Elementary 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 1

Lacknowledge receipt of this Notice on:

\$-14-7520

Authorized Signature:

Name of the Representative of the Bidder

EOWINE RIVERA

CONSTRUCTION AGREEMENT /<

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act but GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Newson, Rival and herein represented by in Proprietor/President/General Manager, Rival and herein represented by in Contractor, single/married, resident of Newson, Rival hereinafter referred to as the Contractor, Witnesseth, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 20, 2019 namely:
Repair/Repainting of Ymeros School Swilding at Yirgilio B. Relundre allows, School, Brgy, Takenger, Fibilic, Rival
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infrastructure works, has been declared as the Lowest Calculated Response. Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of his hillion Right Budged Forty Six Thomas Competent Contracts. Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of his hillion Right Budged Forty Six Thomas Competents. Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of the highest budged for the following standards set forth in the bid documents.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here hereby agree as follows:
Several The whole works subject matter of this Agreement shall be completed with Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
74. E. 2040
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject this Agreement in conformity with the province of the Contract;
The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PEST

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

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

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOSPING Equation Fifty Three Theorems Fight Business.

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

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

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

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

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

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

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

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

IN WITNESS WHEREO	F, the parties have hereunto signs it Antipolo City.	d this Agreement this	day
ANALEH CONSTRUCTION & SU	P 1.I≥S RIZAL P	ROVINCIAL GOVER	RMENT
Entity/Firm/Corporation			
By:	By:	ъ	
EDUTA DE GIVERA	a a	EBECCA A YNARE	S
Proprietos/Managey/President		Governor &	
LOLITAN DE GUZMAN	WITNESSES	MA VICTORIAN TE	<u>l</u> aņ <u>a</u>
	NOTARIAL ACKNOWLEDGM	ENT	
EPUBLIC OF THE PHILIPPIN		•	
ANTIPOLO CITY) S.S.		
BEFORE ME, a Notary 8	Public for and passage City, po	u rsonally appeared the I	following
Name/Fatity	Valid ID Presented	Date	Place
ION, REBECCA A. YNARES	Passport, No. P8239281A	August 5, 2028	Manita
AND DE RIVERA	428-015-900		

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

written and has been signed by the parties here:		_
Repair/Repairting of Tempor School School, Bray, Tokunger, Fililia, M	Brilding at Virgil mal	ANTAMARIE L. SANTOS
WITNESS MY HAND AND SEAL OF Antipolo City.	aug 13 2020 isday of	for Angono, Binangonan & Cardona at inima 690 0480 Cardona Until December 31. Adm Maller No. 19-00
Doc No. <u>543</u> Page No. <u>770</u> Book No. 1 Series 20 20		Ros of Attorneys No. 69250 (360 designs Magneter No. 016632 /Rica (360 designs Magneter No. VI-6067883 MCLE Compliance No. VI-6067883 Vasa until April 14, 2022



NOTICE TO PROCEED

13 August, 2020

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

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES—that work may proceed on the Asphalt overlaying of Various Roads at Bancom Life Homes, Brgy, Galod Malaya, 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

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

07/17/2020 # 16

CONSTRUCTION AGREEMENT No.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, dely organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
\	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggamang Panlalawigan Ordinance Nonamely:
	Asphalt overlaying of verious roads at Hemoem Life House, Drgy. Seled Halaya, San Hatso, Risal
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence

to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Francisco Million fine States fixty. The Thousand ---

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

- 1. The whole works subject matter of this Agreement shall be completed within (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 21, 4, 2019
 - b. Certificate of Availability of Funds
 - e. Scope/Program of Work and Octailed Estimate
 - d. Drawing, Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Ridding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified to the 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 para Hillion Two that dred Forty Hight Thousand.

Seven Rendred Forty Hight pages & SV100 (P 1, 248, 748, 64)

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 1). That the PROVINCE shall have no FMPLOYER-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 Judustry 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 $i (\varphi)$ to resort to other alternative modes of disputes resolution.

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

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

IN WITH SAUTIERFOF, the parties have hereunto signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Jed D- Marker Luck Entity/Fign/Corporation By: By: REBECCA A. YNARES Governor 🔽 Proprietor/Manager/President WITNESSES <u>DE CUZMAN</u> NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Ringolo City, personally appeared the following

Place Valid ID Presented Date Name/Entity Passport No. P8239281A August 5, 2028 Manila HON, REBECCA A. YNARES 454-427-889----PORPIDIO KINA.

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

Apphalt evoluting of various reads at Beneau Life Bomes, Brgy. Guldd Halays, San Maters, Risel

WITNESS MY HA	AND AND	SEAL	this	g 13	May day	of
Antipolo City.			-	-		

Doc No. Page No. Book No. Series 20_20

ATT ANNA MARIE L. SANTOS for palational Brayingania and to become all in the PROVINCE OF RIZAL Unjit Decamber 31,2921 Adm. Matter No.19 - cou PTR NO 34600 PRIVATE NOTAK OKOMBEHOMEYS No. 69250 rBP Lifetime Momber No. 016532 /Rizar MCLE Compliance No.VI-9007883

Vario until April 14, 2022



NOTICE TO PROCEED

13 August, 2020

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Construction of Ynares Multi-Purpose Covered Court (Rafter Type) at Carissa Homes East-1, Brgy. Bagumbayan, Teresa, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCĂ A. YNARES

Governor &

I acknowledge receipt of this Notice on:

≶ H-75®

CLARENCE C. CACHO

Authorized Signature:

Name of the Representative of the Bidder:

07/17/2020 # 17

CONSTRUCTION AGREEMENT 17-

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This ACKEEMEN I mage and emered into or	and extween.
existing under Republic Act No. 7160, with seat Circumferential Road corner P. Oliveros St., Brgy Sits GOVERNOR, HON. REBECCA A. YNARES, I	an Roque, Antipolo City, represented in this act by herein referred to as the PROVINCE; and
and office address at Panig City Proprietor/President/General Manager, CL/RONG citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares that of pursuant of the Sangguniang Panlalawagan Ordinance	ertain infrastructure works should be constructed in
pursuant of the Sangguniang Pantalawigan Ordinance	No. 210 00 2017namely.
Construction of Ynares hulti Purpose Co- Homes Cast-1, Brgy, Sagumbaya, Teresa, 1	reped Court (Rafter Type) at Carlson
WHEREAS, the CONTRACTOR, warrantin	g 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 hold last 12 17, 20	19 has accepted and binds itself to undertake
the construction and completion of the above said	infrastructure works strictly in accordance with the
following standards set forth in the bid documents, at	sproved plans, program of works and specification in
following standards set forth in the bid documents, as consideration of the amount of Four Hillian bandred Sixty Nine passes \$ 15/100	70 4-150-455-13 \ Dhilimpine Currency
	(F
hereby agree as follows:	ation of the foregoing premises, the parties bereto
Case Employed Twenty Eight (188) calendar Documents, Approved Plans. Program of Works as which are integrated herewith and incorporated herein	nd Specifications and supporting/related documents
a. SP Ordinance No. 21, 8, 2019	
b. Certificate of Availability of Funds	
c. Scope/Program of Work and Detailed Esti	maic
d. Drawing, Plans and Specifications	
e. Construction Schedule	
f. Request for Expression of Interest	
g. Didding Documents including all the docu	ments/statements contained in the winning
bidder/s two (2) bidding envelopes	
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 Addenda and Supplemental Bulletins 	
 Notice of Award of Contract and the Contr 	
	actor's Conformitythereto
k. Credit Line Corbitcate/NFCC/Corbitcate of	of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. N	of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. N	of Cash Deposit issued in accordance to the a. 9184
Rules and Regulations implementing R.A. N 2. In consideration of the payment to be m	of Cash Deposit issued in accordance to the a. 9184 ade by the PROVINCE to the CONTRACTOR, the
Rules and Regulations implementing R.A. N	of Cash Deposit issued in accordance to the a. 9184 and by the PROVINCE to the CONTRACTOR, the truet and complete the infrastructure works subject or

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

Pour Million Case Readred Forty Six Thousand Two Employed Sixty Size poors

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(P 4,146,269.15), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Con Million Two Mundred Forty Three Thomsand Eight Performance Security peace to 74/100 (P 1,243,000.74)

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

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"All contracts executed in socordance 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 upperformed 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 Eatity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

1. C.

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 13 Agreement, without projudice, however to any mutual agreement of the parties bereto to agree in writing to resort to other alternative modes of disputes resolution.

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____ day of _____ at Antipolo City RIZAL PROVINCIAL GOVERNMENT ANDOL COMPINICATION Entity/Firm/Corporation By: By: REBECCA A. YNARES Governor & Proprietor/Manager/President WITNESSES MA, VICT<u>ORIA B, TEJADA</u> NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Angloho City, personally appeared the following Place Date Valid ID Presented Name/Entity Manila August 5, 2028 Passnort No. P8239281A HON, REBECCA A, YNARES 151-542-125 CLARENCE CACHO all known to me and to me known to be the same person/s who executed the foregoing instrument and present.

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

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

William and the open signer of our bosses on		, –
Construction of Theres Hults Purys		er Type) at Gartesa
Russa Zeat 1, Jugy, Regumbagan, To	rren, Mari	and burns
•		ATTY: ANNA MARIE L. SANT
WITNESS MY HAND AND SEAL	thus AUS 13 200 of	far Accepted Hippargon A. Sardo
Antipole City.	7 /	Until December 31 201 Adm Matter No. 19-0
Dec No. 239	_	PTR NO. 123(400) R1281

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gf Altomoys No. 59250 MANY CANTON Member No. 016632 MCLE Compliance No.VI-00078 Valid until April 14, 2022