

NOTICE TO PROCEED

05 March, 2021

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 Repair/Repainting of Youres School Buildings and Youres Multi-Purpose Covered Court at Regional Lead School for the Arts of Angono, Brgs. San Isidro, Angono, 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

Planse 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: 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, 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

ORFORATION 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 Biomagonan, Rizel and herein represented by its Proprietor/President/General Manager, LAUGO H. UBIADAS of legal age, Filipine citizen, single/married, resident of Biomagonan, Rizel, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain inflastructure works should be constructed in pursuant of the Sangeuniung Panlahawigan Ordinance No. EPSS Bee. Bo. 6, 8, 2020 namely:

Repair/Repainting of Youres School Buildings and Vances Multi-Purpose Covered Court at Regional Load School for the Arts of Angeso, Brgy.

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 27 Jerusny 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Case Hilliam Biase Bundled Electry-Fear Tocument Thirty-Case Person 6 79/100 (P.1.964,031.79), Philippine Currency

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

- I. The whole works subject matter of this Agreement shall be completed within Minety (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Programs of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
 - a. SP Ordinance No. RPSB Bas. No. 6, c. 2020
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.

One Hillion Ries Handred Eighty-Four Thousand Drirty-One Peace & 79/100

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;

V.

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five ellipsized leady—Five thousand ore leading liting Pesos 5 54/100

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

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

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

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

referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agroament, 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. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

INDIVITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City. KET UBJAINS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: LAURO H. UEJADAS REBECC Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name Entity

Valid ID Presented

Dute

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028 Manola

LAURO H. URXADAS

TH NO. 008-410-689

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

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

Repair/Repainting of Yeares School Buildings and Thawas Malti-Purpose Covered Court et Beglesel Leed School for the Arts of Angeno, Degy. Sem Isldre, Angeno,

WITNESS MY HAND AND SEAL this	day of 5 Feet ADI at Rigal Provincial Capitol
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Blook No. Series 20 24

NOTARY PUBLIC

7.07341 OTHER DESIGNATION AND DESIGNATION OF THE PARTY OF



NOTICE TO PROCEED

05 March, 2021

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

Dear Mr. Goto:

The attached Contract Agreement having been approved, notice is hereby given to A.M. GOTO CONSTRUCTION that work may proceed on the Construction of 2-Storey Ynares Multi-Purpose Building (Senior Citizen's Building) at Medalva Hills Village, Phase 11, Brgy. San Isidro, Auguno, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours.

Governor

I acknowledge receipt of this Notice on

Name of the Representative of the Bidder ARNEL M. GOTO

CONSTRUCTION AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This ACAL ENLENT made and entered this	b by and between:
existing under Republic Act No. 7160, with a Circumferential Road corner P. Oliverus St., Brzy	F RIZAL, a local government unit, duly organized and seat of government at the Rizal Provincial Capitol. F San Roque, Antipolo City, represented in this act by
IN GOVERNOR, HON, REBECCA A. YNARE	S, herein referred to as the PROVINCE, and
A.M. DONO CONSTRUCTION	words and an extra state of the
The second secon	, a sole proprietorship/private corporation, duly blic of the Philippines, with principal place of business \$1100 and herein represented by in 1. F. \$170 of legal age, Filipine points, \$1000 , hereinafter referred to as the
MANAGEMENT W. SCHOOLSE BOX	
WHEREAS, the PROVINCE declares that pursuant of the Sangguniana Punlalawigan Ordina	nce No. 20 2 2 2 2000 muncly:
Sublified of Pasterny Yeares to Sublified at Medaline Still Villey Rical	ulti-furcore suiking (Semior Citizen's r, Fhase II, Sugy. Sen Isidro, Angono,
Bid in a public bidding held hast 27 Junorey at the construction and completion of the above so following standards set forth in the bid documents, consideration of the amount of Theory and the amount of Theory and the amount of Theory and the amount of	ting that it has the financial and, technical competence tas been declared as the Lowest Calculated Responsive 21 , has accepted and binds itself to undertake d infrastructure works strictly in accordance with the approved plans, program of works and specification in the bits interested income One Topusend Fitne
Shorted Levesty-Vine Perse 6 20/200	(P 3 to 21 2 7 2 to 2), Philippine Currency.
One Harrices Thereby 18 (150) calenda Documents, Approved Plans, Program of Works which are integrated herewith and incorporated here	of this Agreement shall be completed within a days, in accordance with the provisions of the Bid and Specifications and supporting/related documents
	an by way of reference, namely:
# SP Ordinance No. 23, F. 2020	
 b. Certificate of Availability of Funds 	
c. Scope/Program of Work and Detailed Est	Attrate
d. Drawing, Plans and Specifications	
e. Construction Schedule	
f. Request for Expression of Interest	10 of 2.52
oldder/s two (2) bidding anvelopes	uments/statements contained in the winning
h. Bid Security	
i. Addenda and Supplemental Bulletins	7.2.4
 Notice of Award of Contract and the Cont. Credit Line Certificate/NFCC/Certificate Rules and Regulations implementing R.A. N 	of Cash Deposit issued in accordance to the
F v as =	
In consideration of the payment to be in letter hereby coverages with the PROVINCE to cover	inde by the PROVENCE to the CONTRACTOR, the struct and complete the infrastructure works subject of
his Agreement in conformity with the province of the	be Contract;
Three Million Six marked objects to	pay the CONTRACTOR the amount of PESOS
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antess otherwise agreed by the parties, subject of the	only upon completion of the infrastructure works
manner prescribed by the Contract and specified in the	he Bid and as agreed upon by the Contractor,

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One HILLION (the Burshed Seven Beautiful Plane People & F/10) (P_1,107,573.75)

 Philippine Currency, in the form of Performance Board 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 herowith, 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 Equidated 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 das IRR shall contain a provision on liquidated darrages which shall payable by the contractor in case of breach theroof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated darrages 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 remodies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safirty, 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 consistant with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 1.3. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay tones in full and on time, failure to do so will emitte the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

IN WITNESS WIPEREOF, the parties have hereunto signed this Agreement this at Antipole City. THE COME CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: ARREAL No. GOLD Proprietor/Manager/President Governor" WITNESSES -LOLITA B. DE GUZMAN AR TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notacy Public for and in Antipolo City, personally appeared the following Name Entity Valid ID Presented Date Place HON REHECCA A. YNARES Paisport No. P5239281A August 5, 2028 Manda. ARTHUL No GOLD TDI NO. 237-620-562 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each unit every page hereof, refers to the Agreement for Constitution of Z-storey houses sulti-ructors building (Sender Citiesn's Building) at Monthly Williams, Phase II, Days, Sen Inideo, Accord, Mirel WITNESS MY HAND AND SEAL this day of 1531 AV at Rizal Provincial Capital Antipolo City. 31 Dec No. ATTYGG Page No. Gt HOTAATPU Book No. NOTARY PUBLIC Series 20 21 R072501 (110 H) THE COURT OF 一个"一个"。

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NOTICE TO PROCEED.

05 March, 2021

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 Repainting/Rehabilitation of Ynares Multi-Purpose Covered Court at Peace Village Phase 3, Begs. San Luis, Antipola, City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Covernor

Lucksowledge receipt of this Notice on

2-8-31

Authorized Signature:

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

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an	d
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito	i.
Circumferential Road corner P. Oliveros St., Brgv. San Roque, Antipolo City, represented in this act b	15
its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and	<i>F</i> .

and office address at forcing that	blic of the Philippines, with principal place of business and herein represented by its
Proprietor/President/General Manager,	F. RIVERA , of legal ago, Filipino , plant , bereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	beremants referred to as the
WHEREAS, the PROVINCE declares the	certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinac	nace No. 23, w. 2020 namely.

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

- The whole works subject matter of this Agroement shall be completed within Feety-Five (45) 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. 23, ±. 2020.
 - b. Certificate of Availability of Funds
 - c. Scope Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - 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
 - 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 Fight Function Forty-Six Thousand Five function Sixty-One Pesos 4 34/100 (P 945 561 54), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise arrest by the period subject of the construction and only upon completion of the infrastructure works

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

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. The Interioral Fifty-Three Thomson Course Passage (P. 151, 2018, 2019).

 Philippine Currency, in the form of Contractor of the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.
- 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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- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
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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 agrooment/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have bereamo signed this Agreement this day of I 5 MAR 2021 at Antipolo City RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Dv: By: REBECCA A. YNARES Proprietor/Manager/President Governor & WITNESSES -ICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY REFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Place HON REHECCA A. YNARES Pausport No. PR239281A August 5, 2028 Mandin BINGS D. RIVERA TIN NO. 428-015-900 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 Hopelnermy Hemsbilltschon of Yamees culti-surpose Covered Court at Force Villege Poers J, Gray, Sen Luis, Antipolo City WITNESS MY HAND AND SEAL this at Rizal Provincial Capitol Antipolo City Doc No. Page No. Buck No. Series 20 21 WOTABLE -

> *6.1564 | WELL ID 55.010 #18 NO 1550174W#1241



NOTICE TO PROCEED

05 March, 2021

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

Dear Mr. Manlapit:

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

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

Construction of 17x30m Yuares Multi-Purpose Covered Court (Rafter Type)

at Sltio Tagumpay, Brgs. Bagong Nayon, Antipolo, City

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Covernor

Lacknowledge receipt of this Notice on

Authorized Signature

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

A PLOTO MOTER E MANIANI

01/27/2021 # 4

CONSTRUCTION AGREEMENT //

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L. BUSERIO ACE DEVELOPMENT COMPONATION , 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 Paris City and herein represented by its Proprietor/President/General Manager, FIAN PAULO MICHAEL E. HAN APTT of legal ego, Filipino citizen, single/married, resident of Paris 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. 23, 2, 2020 namely:

Construction of 17x30m Ymmree Hulti-Purpose Covered Court (Hafter Type) at Sitio Tegrapsy, Brgy, Begong Heyon, Antipolo City

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2021 _____, has accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Militon Three Harring Track Six Thomasod Thricky-Two Person 5 47/100 [P4, 326, 032, 47], Philippine Currency.

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

One Bundred Forty Stork (168) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

a SP Ordinance No. 23, 8, 2020

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. Addends and Supplemental Bulletins
- j Netice of Award of Contract and the Contractor's Conformitythereto
- k. Cripdit 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 befeby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract:

Four Million Three Bandred Tenaty-Six Thousand Thirty-Two Peces 5 47/100

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

- The CONTRACTOR warrants that he has not given 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 Nillien Two Handred Binety-Seven Thousand Elebt Handred Rine Pesos 5 74/100

 [P 1,297,809,74]

 Philippine Currency, in the form of Performance Bood as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing 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 rescrid 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;
- LI. 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 ahall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elegrance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto. The process of arbitration under the foregoing law shall be assumed part of this 4 Agreement, without prejudice, bowever 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 sunctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WATERBOF, the parties have hereunto signed this Agreement thus day of at Antipolo City. L. INSERTO ACE DEVELOPMENT CERTAIN RIZAL PROVINCIAL GOVERNMENT Entity/Film/Corporation E34 By: JUAN PAULO-MIGUEL E. MANLAPIT REBECCA A. YNARES Proprietor/Manager/President Covernor 4 WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE MF, a Notary Public for and in Antipolo City, personally appeared the following Name Entity Valid ID Presented Date Place HON REBECCA A. YNARES Papaport No. P8239281A August 5, 2628 Manilla JUNE PAULO HEGUEL E. HAMEAPET TEN HO. 000-159-917 all known to me und to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Construction of 17x30x Yeares Multi-Purpose Covered Court (Hefter Type) at Sitio Tagumpey, Bogy, Begong Hayen, Antipolo City WITNESS MY HAND AND SEAL thin at Rizal Provincial Capitol. Antipolo City 319 Doc No. Page No. 64 Book No. - KETT NOTARY POHLIC Series 20 4 Y 110 Sec. 03 LATZBUS.

DURBO-WEIGHT

HOLL



NOTICE TO PROCEED

05 March, 2021

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

Dear Mr. Magno:

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

at Maries II Ph-1, Brgs. Mayamot, Antipolo, City
effective on the day you received this Notice to Proceed.

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

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

3.7.3

Authorized Signature

Name of the Representative of the Bidder: DANILO (2)

DANHO O MAGNO

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

Circumferent	ler Republic Act No. 7160, wi tial Road corner P. Oliveros St., NOR, HON, RESECCA A. YNA	Brgy. San Roque, Anti	polo City, represente	ed in this act by
TRANCO	N ESCENERING CARSISTATIO	e sole neor	rictorshin/nrivate co	rporution dale
organized an and office Proprietor/Pr citizen, sin	d existing under the laws of the B address at Toytay, a resident/General Manager, glo'married, resident of T TOR, WITNESSETH, That,	epublic of the Philippi	nes, with principal p	ace of business
Witi pursuant of th	EREAS, the PROVINCE declarer he Sangguniang Panlalawigan Oro	that certain infrastructinance No. 23, +	ture works should be	namely:
Const at in	rection/recylpion of their	Politing (Maco ot, Antipolo City	r, Semilation &	sygicae)
to undertake Bid in a publ the construct following sta consideration	EREAS, the CONTRACTOR, was the above said infrastructure world by the bidding held last 27 Japan; tion and completion of the above undards set forth in the bid document of the amount of the land at 37/100	ks, has been declared a y 2021 , has ac said infrastructure we ents, approved plans, or	the Lowest Calcula copted and binds its orks strictly in accor- ogram of works and	ted Responsive off to undertake dance with the specification in tred idebty-
1. T	The whole works subject ma	tter of this Agreemendar days, in accordances and Specifications	ent shall be con	spleted within
b. Ce c. Sco	Ordinance No. 23, p. 2020 crtificate of Availability of Funda ope/Program of Work and Detaile	d Estimate		
e. Co	awing, Plans and Specifications struction Schedule quest for Expression of Interest			
g. Bid bid	dding Documents including all the iden's two (2) bidding envelopes d Security	documents/statements	contained in the win	gein
i. Add j. Not k. Cre	denda and Supplemental Bulletina tice of Award of Contract and the edit Line Certificate/NFCC/Certific and Regulations implementing R	Contractor's Conformit cate of Cash Deposit is	ythereto sued in accordance to	o the
latter hereby c	consideration of the payment to covenants with the PROVINCE to nt in conformity with the province	construct and complete	INCE to the CONT the infrastructure w	RACTOR, the orks subject of
37/	he PROVINCE hereby covenant makes Twenty-Six Thousand 100	Five Bondred Elg	926, 385, 32). Philippine
Carrency, in	consideration of the construction	and only upon comp	letion of the infras	tructure works

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Huntings Seventy-Seven Thousand Hing Hundred Seventy-Five Pesos & 61/100 (P 277, 975, 61)

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

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 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 times 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 startiped 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 arbitratures 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 C Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR habit 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 WITHIS PARTIES OF, the parties have bereinto signed this Agreement this at Antipolo City. TRANCOH ENGINEERING CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By By: HACKID Proprieto/Managen President Governor WITNESSES ZMAN MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 155 BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Dute Place HON REBECCA A YNARES Passport No. PR239283.A. August 5, 2028. Mazolti DAHTLO MAGNO TTH NO. 130-861-254 all known to me and to me known to be the same person's who executed the foregoing instrument and This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

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

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

Construction/Provision of West Facilities (Weter, Semitation & Hygiene) at

maries if PO-1, Ergy. Physmot, Antipolo	City
WITNESS MY HAND AND SEAL thin	day of 2021 at Right Provincial Capitol.
Page No. [6] Book No. [7] Sorice 20 2.4	NOTARY PUBLIC

- 120 70 WOLLDAY



NOTICE TO PROCEED

05 March, 2021

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court at Brgg. Kaytome, 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,

Governor

I acknowledge receipt of this Notice on

3 4 71

Authorized Signature

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

Mail

CONSTRUCTION AGREEMENT 6

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Bineugeum, Itinel and herein represented by its Proprietor/President/General Manager, LAMPO F. DETAMS of legal age, Filipino citizen, single/married, resident of Bineugeum, Binel, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguning Panlalawigan Ordinance No. 23, #. 2020 namely:

Repair/Repainting/Improvement of Youres Multi-Purpose Covered Court at Bray. Kaytome, Bineogomon, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been deciared as the Lowest Calculated Responsive Bid in a public bidding held last 27 Jennescy 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Hillion One Handred Pirety-Six Thousand Pive Handred Pifty-Too Purps 4 34/100 (P 1,196,552.36), Philippine Currency

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

- The whole works subject matter of this Agreement shall be completed within Sixty-Four (64) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely.
 - a SP Ordinance No. 23, s. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Prognen of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
 - h. Bid Security
 - i. Addends and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 One Hilliam One Sharked Hinety-Six Thousand Five Bundred Fifty-Two Peace

 A 34/100 (P 1,196,557,34), Philippine
 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.



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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance accurity of PESOS Touces Hundred Pifty-Eight Thousand Hine Hundred Sixty-Five Pesce & 70/100 (P_356,965,70 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to US MAR WORREOF, the parties have hereunto signed this Agreement this at Ampolo City, KIT UNIADAS CUNETRUCTION COMPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By By. LAURO M. URITADAS REBECCA A. YNARES Proprietoc/Manager/President Governor* WITNESSES LOLITA B. DEGUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY VS.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON REBECCA A YNARES Passport No. P8239281A August 5, 2028 Manila LAURO M. URTAMAS TIN NO. 009-410-689 all known to the and to me known to be the same person's who executed the foregoing instrutoent 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 algoed by the parties hereto in each and every page hereof, refers to the Agreement for Depair/Reprinting/Ingrovement of Tumors Hulti-Perpose Covered Court of Bryy, Kaytane, Sinangones, Rinel WITNESS MY HAND AND SEAL thin at Rigal Provincial Capitol.

ATTY WAYING ALVE BIETY CHILDREN

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Antipolo City.

Doc No.

Page No. Book No. Series 20 A



NOTICE TO PROCEED

05 March, 2021

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 Repair/Repainting of Ynares School Buildings at Mabuhay Homes 2009 Elem. School, Begr. Darangan, 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 Aureument 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: EDWIN B. RIVERA

CONSTRUCTION AGREEMENT 7

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and b	between:
The PROVINCIAL GOVERNMENT OF RIZAL existing under Republic Act No. 7160, with seat of g Circumferential Road corner P. Oliveros St., Brgy. San Roits GOVERNOR, HON. REBECCA A. YNARES, herein	government at the Rizal Provincial Capitol, oque, Antipolo Cirv, represented in this act by
Year Characteristic and admission, a organized and existing under the laws of the Republic of the and office address at Proprietor/President/Creneral Manager, and a second office, single/married, resident of person, single/married, single/married, resident of person, single/married	m Philippines, with principal place of business and herein represented by its of legal are. Filipino
WHEREAS, the PROVINCE declares that certain pursuant of the Sangguniang Panlalawigan Ordinance No.	infrastructure works should be constructed in
WHEREAS, the CONTRACTOR, warranting that to undertake the above said infrastructure works, has been of Bid in a public bidding held last 17 January 2021 the communition and completion of the above said infrastructure works, approved consideration of the above said infrastructure works, approved the community of the second completion of the above said infrastructure of the second completion of the above said infrastructure of the second completion complet	it has the financial and, technical competence declared as the Lowest Calculated Responsive , has accepted and binds itself to undertake ructure works strictly in accordance with the d plans, program of works and specification in
consideration of the amount of five Hillion Four Hundres Effices Parar & 96/100	(Po. 404, 415, 35), Philippine Currency
NOW, THEREFORE, for and in consideration of hereby agree as follows:	
a SP Ordinance No. RPSE Reg., No. 6, s. 202 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate	in accordance with the provisions of the Bid cifications and supporting/related documents by of reference, namely.
d. Drawing, Plans and Specifications e. Construction Schedule f. Roquest for Expression of Interest g. Bidding Documents including all the documents is bidder/s two (2) hidding envelopes h. Bid Security	tatements contained in the winning
 Addenda and Supplemental Bulletins Notice of Award of Contract and the Contractor's t Credit Line Certificate/NFCC/Certificate of Cash 	Conformitythereto Deposit issued in accordance to the

)

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

Rules and Regulations implementing R.A. No. 9184

 The PROVINCE hereby covenants to	o pay the CONTRACTOR the amount of PESO
Five Hillion Four Hundred Fighty-Fe	or Unduring Four funded Fifteen Perce
Currency, in consideration of the construction and	(P.5,466,415,96). Philippin f only upon completion of the infrastructure work is Agreement as a contract price at the time and in the

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

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

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

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

IN WITNESS WHERE	OF, the parties have hereunto sign at Antipolo City.	wd this Agreement	this day o
Entity/Firm/Corporation	BI/AL P	ROVINCIAL GOV	ERNMENT
By:	By:	\$	
Proprieton Manager/President	P.	Governor C	
la la	WITNESSES -	8	
LOLITA & DESCUZI			TEJADA
REPUBLIC OF THE PROLIPPIN	NOTARIAL ACKNOWLEDGS (ES) (S.S.	MENT	
BEFORE ME, a Notary	Public for and in Antipolo City, pe	rsonally appeared th	ne following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Marola.
FELDS A. BIVIDA	TEL NO. 428-018-900		
all known to me and to me know acknowledgment that the same is a present.	wit to be the same person's who heir free voluntary set and deed as	executed the forego- well as the entity th	mg instrument and at they respectively
This instrument, consisting services and has been signed by the	g of three (3) pages including this parties hereto in each and every page	page wherein this a hereof, refers to the	acknowledgment is Agreement for
Separation of the service of	t Ynness School Spilstige Przy. Dernogen, bioengone	he Milebert floor	nn 2000
WITNESS MY HAND AN Antipulo City	D SHAL this day of	402 2021 at Rival	Provincial Capitol
Doc No. 918 Page No. 09 Book No. 1	/ é	HART SOTARY PLA	MAC NA

SPIRRIC RELEASE.

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CALMA (SEMINEM PARK)

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NOTICE TO PROCEED

05 March, 2021

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

Dear Mr. Ubindus

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Constn. of 3-Scater Comfort Room with Urinal at Yuares Village, Brgy. Pantok, Bluangonan, 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:

0.8 2624

Authorized Signature

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

CONSTRUCTION AGREEMENT S

KN	OW ALL MEN BY THESE PRESENTS:
	This AGREEMENT made and entered into by and between:
Circ	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and sting under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol, cumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	OI DRIADAS CONSTRUCTION CONFIDENTIAL . a sole proprietorship/private corporation, duly
and Proportize	office address at Simengoness, Bizol , and herein represented by its prietor/President/General Manager, LAUSO M, UNIADAS , of legal age, Filipino cen, single/married, resident of Biumogones, itself, hereinafter referred to as the NTRACTOR, WITNESSETH, That,
purs	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in mant of the Sangguniang Panialawigan Ordinance No. 23, r. 2020 namely:
	Countroction of 3-Septer Confort Room with United at Yourse Village, Boay. Pentok, Finengones, Sizel
the follo	in a public bidding held last 27 January 2021 has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the owing standards set forth in the bid documents, approved plans, program of works and specification in idention of the amount of Figire Fine Theorem Two Handred Forty-Five (P. 303, 263, 20). Philippine Currency. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto by agree as follows:
30	
	I. The whole works subject matter of this Agreement shall be completed within Fourty (40) calendar days, in accordance with the provisions of the Bid
Doe	uments. Approved Plans, Program of Works and Specifications and supporting/related documents the are integrated herewith and incorporated herein by way of reference, namely:
	n. SP Ordinance No. 23, s. 2020
17	b. Certificate of Availability of Funds
1	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
li .	i. Addends 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
this 2	hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of Agreement in conformity with the province of the Contract.

 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Hundred Kine Thousead Two Bundred Forty-Pive Pesos & 20/100

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty-Two Thousand Seven Burdred Seventy-Three Pesos & 56/100 (P 242,773.56)

 Philippine Currency, in the form of Performance Boxel 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 imperformed perton for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."

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



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

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

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

THE WINDS SOMHEREOF,	the parties have be entipolo City.	ereunto sign	ed this Agreement ti	hisday of
Err 1852ADAS CIRESTRADAS TO Entity/Firm/Corporation	CENTRALISM	REZAL P	ROVINCIAL GOVE	ERNMENT
By bekad		By:	0	
LAURO H. UPZAGAS		20	EBECCE D VVI	000
Proprietor/Manager/President		::40	Governor&	NEO :
Bel	WITNES	sses —		
LOLITE B. DE GEZMA	N	M	A. VICTORIA B. T	EJADA
NO.	TARIAL ACKNO	OWLEDGS	MENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.S.	P1			
BEFORE ME, a Notary Publi	ic for and in Antig	tolo City, po	rsonally appeared th	e following
Name/Entity	Valid ID Pr		Date	Place
HON REBECCA A YNARES	Passport No. P8	239281A	August 5, 2028	Manila
LAURO IL HBLAMIS	TRI NO. 008	410-689	CASTINGCAN.	Dom-A
all known to use and to me known a acknowledgment that the same is their present	to be the same pr free voluntary act	monds who and deed as	executed the forego- well as the entity the	ing instrument and at they respectively
This instrument, consisting of written and has been signed by the part	f three (3) pages in les hereto in each a	scluding this	page wherein this is below, refers to the	acknowledgment is Agreement for
Construction of 3-Senter Con Binangones, Risal	fort Hoom with	Uricel	et Youcos Villey	gr, Begy. Panto
WITNESS MY HAND AND S Antipolo City	EAL this	day of	Act Viet at Rical	Provincial Capitol.
Dec No. 328 Page No. 44			CATEN THE	MATERIAL WAY
Heoli No. /		- 1	TABUNOTARY PUR	BLIC
				I Say
			Ten carper.	3000



NOTICE TO PROCEED

05 March, 2021

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

Dear Mr. Ubiodas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Repair/Repainting of Ywares Multi-Purpose Covered Court, Yuares Multi-Purpose Building and Perimeter Fence at Brgy. Pag-Asa, Binangonan, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature

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

CONSTRUCTION AGREEMENT 9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, #. 2020 namely:

Party September of Theres Fulti-Purpose Covered Court, Ymeres Multi-Furpose Suiloing and Contactor Force at Bryy. Peg-Ass, Einengonen, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of figure theorems Status-Six Thoursand One Dandard Forsy-Hims Pages 5 21/100

(P. 650, 169, 21) Philippine Currency.

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

- The whole works subject matter of this Agreement shall be completed within Forty-Five (45) 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. 23, v. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Socurity
 - 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;

The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS maniford Sixty-Six Thousand One handred Forty-little Feeds & 21/160

(P. 865, 163, 21). Philippine in consideration of the construction and only upon completion of the infrastructure works erwise agreed by the parties, subject of this Agreement as a contract price at the time and in the rescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two senerged Fifty-stree liquid highe standard Forty-stree first 5.76/1/20 (P. 259, 344, 76.)

 Philippine Currency, in the form of Forto-soci use a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing 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 58 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 purson 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 smaler 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 muy be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
 - 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
 - 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto. The process of urbitration under the foregoing law shall be assumed part of this 9 Agreement, without prejudice, however to my mutual agreement of the puries hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHERFOF, the parties have hereunto signed this Agreement this day of KET UNITARYS DEPOSITED THE CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: LAURO M. DETADAS REBECCA A. YNARES Proprietor/Manager/President Governors WITNESSES. MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Empty Valid ID Presented Date Place HON RESECCA A YNARES Passport No. P8239281A August 5, 2028 Manile LAUSED H. DETAUNS TEN NO. OUE-410-669 all known to me and to me known to be the sums person/s who executed the foregoing instrument and acknowledgment that the name 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: Repets/Sepainting of Yearow Switt-Purpose Covered Court, Yeares Multi-Purpose Building and Parliater Pence at Mrsy, Pag-Ase, Minengonen, Risel WITNESS MY HAND AND SEAL this at Rizal Provincial Capitol. Antipolo City: Doc No. MOTABLE Page No. Book No. Satists 20,27



NOTICE TO PROCEED

05 March, 2021

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 Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court at Tatala Elem. School, Brgv. Tatala, Hinangonan, 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,

Governor

I acknowledge receipt of this Notice on

3-8-20M

Authorized Signature

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

blail

CONSTRUCTION AGREEMENT TO

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 acr 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 Hinnopound, Risal and herein represented by its Proprietor/President/General Manager, Laws and herein represented by its Proprietor/President/General Manager, Laws and herein represented by its Proprietor/President/General Manager, Laws and herein 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. REFE Det. No. 6, s. 2020 namely:

ispetr/Repainting/Improvement of Ymeres Multi-Pornose Covered Court at Istale Elementery School, Loy. Intele, Sinangonen, 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 hidding held last 27 Jenuary 2021 —, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Marchael Marchael Parkey 1975 — 19

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

- The whole works subject matter of this Agreement shall be completed within Fifty-Six (36) 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 between and incorporated herein by way of reference, namely:
 - a SP Ordinance No. RPSB Res. No. 6, s. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's 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 Humanut Lightly-Three Thousand Lightly-Three Three Thre



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- 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. Two Surgarian Banety-rive Thousand One Pandred Fig. 153-180-93.

 Philippine Currency, in the form of Performance 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;
- 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 complative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resulted or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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 elegrance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of 0.5 MAR 2021 at Antipolo City. KIT BELOUS EXCEDENTION CONTORNATION RIZAL PROVINCIAL GOVERNMENT Entity Firm/Corporation Hy: LAUGED No. THERADAS Proprietor/Manager/President Governorð WITNESSES LOCITA IN DE GUZMAN MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Name/Entity Valid ID Presented Date Place
HON REHECCA A. YNARES Pamport No. P\$239281A August 5, 2028 Manila
LAGRO 16. DETABAS TIN NO. DOS-610-689

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties herein in each and every page hereof, refers to the Agreement for herein/Repainting/Laprovement of fraces bulli-furpose Covered Cours at Tatals times may occord, stay, latence, alternooned, stand

WITNESS MY HAND AND SEAL this Amipolo City	day of 1644 2(0)1 at Rical Provincial Capitol
Doc No. 224 Page No. GV Book No. 1 Siries 20 21	NOTARY PUBLIC
	The second second



NOTICE TO PROCEED

05 March, 2021

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

Dear Mr. Ubindas.

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Repair/Repainting/Imprv. of Ynares Multi-Purpose Covered Court at Brgy. Kinagatan, Binungonun, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on.

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 sent of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. VNARES, herein referred to as the PROVINCE; and
KIT UBIADAS CONSTRUCTION CORPORATION a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at and herein represented by its Proprietor/President/General Manager, (2009) to UNIADAS of legal age, Filipine citizen, single/married, resident of (2007), the constitution of the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Saugguniang Paninlawigan Ordinance No. 23, 8, 2020 namely:
Repair/Repairting/Incrovement of Inwres Multi-Furcose Covered Court et
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount
P 1,717, 35.54), Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
Lighte whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely.
n. SP Ordinance No. 23, #. 2020
b. Certificate of Availability of Funds
c. Scope/Program of Work and Denailed Estimate
d. Drawing. Plans and Specifications
e. Construction Schedule f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenints with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
One 3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

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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 accure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS five actions of Fixture Thousand One dundred Ten Philippine Currency, in the form of Fixture Bood as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing 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 Emity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

DA ALIMES MALHEREC	OF, the parties have hereunto sign at Antipolo City.	and this Agreement	thisday o
Entity/Firm/Corporation	1514cc 111cc 1	ROVINCIAL GOV	ERNMENT
By Idail	By	6	
Proprietor/Manager/President	-	Governor	RES
M	WITNESSES -	2	
LOLITA M DE GUZN	IAN M	A. VICTORIA B. 1	TEJADA
4	NOTARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY	ES) S.S.		
BEFORE ME, a Notary P	tablic for and in Antipolo City, pe	rsonally appeared fi	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Paupon No. P8239281A	August 5, 2028	Manila
Land h. Univers	THE NO. 005-410-689	SE	9000000
all known to me and to me know acknowledgment that the same is if present.	on to be the same person/s who near free voluntary act and deed as	executed the forego well as the entity th	ing instrument and at they respectively
This instrument, consisting written and has been signed by the p	of three (3) pages including this acties hereto in each and every pag	page wherein this :	cknowledgment is
Report/Acpainting/lacrover Kinsgsten, Mineagonse, Riz	ent of Varror States Down	ore Covered Cou	et of Regy.
WITNESS MY HAND AND	O SEAL thisday of	en 2021 , at Rizal	Provincial Capitol,
Doc No 32 # Page No. 16f Book No. /	ATT	v. r for Halling to	TY STEEDS
Series 20 <u>27</u>	PALITY INC.		71 65
	, 5 m	the state of	1777/241

* - - 1 TSEC24901R41



NOTICE TO PROCEED

05 March, 2021

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Construction of 10x24m Ynares Multi-Purpose Covered Court and Ynares Stage at Baras Senior High School, Sitio Ibabaw, Brgy, San Juan, Baras, Rizal offective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on.

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Authorized Signature

Name of the Representative of the Bidder JUAN PAOLO MERCEL E. MANLAPIT

CONSTRUCTION AGREEMENT 12

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entured into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Forig City and berein represented by its Proprietor/President/General Matager, JUAN PARLO MIGHE. E. HAVE APTE of legal age, Filipino citizen, single/married, resident of Forig City hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. RPSB Rev. No. 6, s. 2020 namely:

Construction of 10x2/m Yource Hulti-Purpose Covered Court and Yource Stage at Borse Senior High School, Sitio Ibaber, Brgy. Son Juse, Beres, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Turce Million Pive Handcod Transport Thousand Theo Panelsed Pifty-Seven Passon 5 50/100 (P 3,524,257.50), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Bandwed Tweety (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely.
 - a. SP Ordinance No. RPSB Rag. Ho. 5, p. 2020
 - 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 wirning bidder's two (2) hidding envelopes
 - h Bid Security
 - il Addenda and Supplemental Bulletins
 - Notice of Award of Contract and the Contractor's Conformitythereto
 - k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
 - Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS.

 Three Hillien Pive Handred Twenty-Pour Thousand The Bandred Pifty-Seven Pages

 5 50/100 (P 3,524,257.50), Philippine

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

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

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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 One Million Pitty Seven Toursend Two Handwed Seventy-Seven Pesos \$ 25/100 (P1,057,277.25)

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

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

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

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

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

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

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

Jutisdiction 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 WIT SEES WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. L. BUSEBIO ACE DEVALORMENT COMPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By By: JUAN PAULO HEATURE Proprietor/Manager/President Governor WITNESSES LOLITA B MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINESS ANTIPOLO CITY 155 BEFORE MF, a Notary Public for and in Antipolo City, personally appeared the following Name/Emity Valid ID Presented Date Place HON REBECCA A YNARES Passport No. PR219281A August 5, 2028 Manila JUAN PAREO NEGUEL E. NAMEAPEY TIN # 000-159-917 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the 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 Construction of 10x24m Yeares Hulti-Purpose Covered Court and Yeares Stage at Bares Semior High School, Sixto Ibehov, Bryy. Son Joon, Worse, Ricel. 0 5 MAN 2026 WITNESS MY HAND AND SEAL this at Rizal Provincial Capitol, Antipolo City.

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Doc No.

Jook No.

Series 20, 71.



NOTICE TO PROCEED

05 March, 2021

MS. NOEMI D. SORIANO RSS CONSTRUCTION AND SUPPLIES Teresa, Rize

Dear Ms. Spriano:

The attached Contract Agreement having been approved, notice is hereby given to RSS CONSTRUCTION AND SUPPLIES that work may proceed on the Construction of Perimeter Fence and Covered Patawaik at Pinugay Elem. School, Brgy. Pinugay, Baras, 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

Covernor

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder: NOEMINL SORIANO

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly of	ganized and
existing under Republic Act No. 7168, with seat of government at the Rizal Provin	
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; a	n this act by nd

USS CONSTRUCTION AND SUPPLIES	a sole pr	oprictorship	rivate con	oorati	on, duly
organized and existing under the laws of the F	Republic of the Philip	pines, with pr	incipal pla	co of	business
and office address at Tureso,	Riggl	and herein			
Proprietor/President/General Manager, 163	EMI SCRIANO	-	of legal	age.	Filipino
citizen, single/married, resident of	erees, Rizel	, hereinafter	referred	to	as the

WHEREAS, the PROVINCE doclares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No SPSS Ros. No. 6, x. 2020 namely:

Construction of Perimeter Fence and Covered Pathwelk at Pinugay Elementary School, Begy. Pinugay, Bares, Risol

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 27 Jerumy 2021 ... has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Five identified Theory Treasured Two Handred Treaty-Eight Pages 6 69/100 (P 2,530,228,89), Philippine Currency

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



- 1. The whole works subject matter of this Agreement shall be completed within Seventy-Nime (79) 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 NoRPSE Ros. No. 5, s. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Hillion Five handred Thirty Thousend Two handred Twenty-Right Pason 5 69/100 (B.530,228,89). Philippinc Currency, in consideration of the construction and only upon completion of the infrastructure works

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





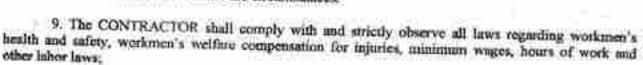
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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to say
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Bandred Pifty-Him Thousand Sixty-Fight Pesos & 67/100 (P.759,068.67)

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

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

"All contracts 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 superformed portion for every day of delay. Once the contract, the Procuring liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring limity may rescand or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."



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



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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the furficiture 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 WHERFOF, the parties have hereunto signed this Agreement this at Antipolo City. ESS CONSTRUCTION AND SUPPLIES RIZAL PROVINCIAL GOVERNMENT Entiry Finn/Comunition By: By: SCOUNGE NUMBER RESECCA A. YNARES Proprietor/Manager/President Governor & WITNESSES LOLITA B MA, VICTORIA B, TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES). ANTIPOLO CITY 155 REFORE ME, a Nothery Public for and in Antipolo City, personally appeared the following Name Entity Valid II) Presented Date Place HON REBECCA A YNARES Passport No. PR239281A Amust 5, 1028 Mambe ROBINE SOILEAND TIN NO. 166+852-366

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

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

Construction of Perimeter Fenne and Covered Pathwalk at Pisugay Elementery School, School, Pisagey, Pares, Risal

	6.3
WITNESS MY HAND AND SEAL this	day of 2021 at Rizal Provincial Capitol.
Doc No. 22 7 Page No. 24	ATT OF THE PARTY O
Series 20 JJ	NOTARY PUBLIC
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PTH STREET, NAMED OF STREET



NOTICE TO PROCEED

05 March, 2021

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

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION INC. that work may proceed on the Construction of 2-Storey Frares Multi-Purpose Building at D.M Subd., Brgy. San Andres, Cainta, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on

33221

Authorized Signature

Name of the Representative of the Bidder.

JESSA & PAYTE

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. 7169, 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 ex	CONSTRUCTION INCOME disting under the laws of didress at Sen J	the Republic of the Ph	ilippines, with pr	incipal place of	business
Proprietor/Presid citizen, single/r	lent/General Manager, married, resident of R. WITNESSETH, That,	JESSA FAYTE Sen Juan City		of legal age,	Filipino
	AS, the PROVINCE decay angeomiang Panlalawiga			should be const	Carlotte and the same
Constru Sen And	ction of 2-storey lres, Cainte, Rizel	Ynares Multi-Pury	ose Huilding	et D.M.Subd.	, Brgy
to undertake the : Bid in a public b the construction	AS, the CONTRACTOR above said infrastructure idding held last 27 Jer and completion of the	works, has been decla nuncy 2021 habove said infrastructur	red as the Lowes as accepted and re works strictly	t Calculated Re binds itself to u in accordance	sponsive indertake with the

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

consideration of the amount of Three Million Three Bundred Thirty-Seven Thousand Two

(P.3.337, 217.40). Philippine Currency.

- The whole works subject matter of this Agreement shall be completed within
 One Hundred Thirty-Six (136) calendar days, in accordance with the provisions of the Bid
 Documents, Approved Plans, Program of Works and Specifications and supporting/related documents
 which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 23, 5. 2020

Hundred Seventeen Pesos & 40/100

- 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
- 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

Three Million Three Hundred Thirty-Seven Thousand Two Hundred Seventeen

Peeos & 40/100 (P3,337,217.40), Philippine

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

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No.

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

 Pages 2.2/100

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

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

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

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

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

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

works is/are located.	inicipality of the Pr	ovince of Ri	al where the infras	tructure project	or
IN WITNESS WHEREOF, 0 5 MAR 2021 at	, the parties have he Antipolo City.	reunto signec	this Agreement th	isday	of
STEFLEEND CONSTRUCTION INC Entity/Firm/Corporation	ORPORATED	RIZAL PR	OVINCIAL GOVE	RNMENT	
Ву: ОМ		Ву	5		
Proprietor/Manager/President		RE	Governor 4	ES	
/8	WITNES	SES —	8		
LOLITA BLBE GUZMA		47547	VICTORIA B, T	EJADA	
, NO	OTARIAL ACKNO	WI,EDGMI	ENT		
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.					
BEFORE ME, a Notary Pub	olic for and in Antip	olo City, per	sonally appeared the	following	
Name/Entity	Valid II) Pro	esented	Date	Place	
HON. REBECCA A. YNARES	Passport No. P8.	239281A	August 5, 2028	Manila	
JESSA PAYTE	TIN NO. 009-	-268-226			
all known to me and to me known acknowledgment that the same is theil present.	to be the same per r free voluntary act	rson/s who es and deed as v	recuted the foregoing the country the	ng instrument a it they respective	nd
This instrument, consisting o written and has been signed by the par	of three (3) pages in ties hereto in each ar	cluding this	page wherein this a	cknowledgment	15
onstruction of 2-storey Yna rgy. San Andres, Cainte, Ri	res Multi-Purre	ee Buildi	ng at D.M. Sub	l., .	
WITNESS MY HAND AND !	SEAL this	_day of _	at Rizal	Provincial Capit	ol,
Page No. 47 Book No. 47 Gories 20 71			MATEURIAN PURIORANA PURIOR	IL DEC.31, 2021 FIR HO. 20-07	
se If			*** ¥1.1558179	9/ RIZAL	



NOTICE TO PROCEED.

65 March, 2021

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION that work may proceed on the Repainting/Improvement of Ynares Multi-Purpose Covered Court at Brgs. San Andres, Cainta, Rixal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder: DANILOJC, MAGNO

CONSTRUCTION AGREEMENT 15

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

TRANCOM ENGINEERING CONSTRUCTION , a sole proprietorship/private corporation	dub
organized and existing under the laws of the Republic of the Philippines, with principal place of b and office address atToytoy, Rissl and herein represented to Proprietor/President/General Manager, DANTIO PAGED of legal age, i	usiness y iu
WHEREAS, the PROVINCE declares that certain infinstructure works should be constru- pursuant of the Sangguniang Paninlawigan Ordinance No. 23, #. 2020 named	
Repainting/Improvement of Yneros Multi-Purpose Covered Court at Ergy. San Andres, Crints, Rizal	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical comp to undertake the above said infrastructure works, has been declared as the Lowest Calculated Resp Bid in a public bidding held last 27 Jamonry 2021 , has accepted and binds itself to un the construction and completion of the above said infrastructure works strictly in accordance w following standards set forth in the bid documents, approved plans, program of works and specifical consideration of the amount of One Million Two Banders Sixty-Fluo Thousand Eight Banders Sixty-Eight Pages 4 66/100 (Pl.262,868,66), Philippine Curr NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:	onsive dertake ith the ition in ency.
The whole works subject matter of this Agreement shall be completed Sixty (60) calendar days, in accordance with the provisions of the Documents, Approved Plans, Program of Works and Specifications and supporting/related documents are integrated herowith and incorporated heroin by way of reference, namely:	se Riet
a. SP Ordinance No. 23, #. 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing. Plans and Specifications c. Construction Schodule f. Request for Expression of Interest	
g. Bidding Documents including all the documents/statements contained in the winning	

M

h. Bid Security i. Addenda and Supplemental Bulletins

bidder's two (2) bidding envelopes

- j. Notice of Award of Contract and the Commetor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Two Handred Sixty-Two Thousand Fight Hondred Sixty-Fight Pesos 6 66/100 (P 1,262,868,66), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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;

 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Handred Seventy-EighttThousand Eight Hundred Sixty Peece & 60/100 (P 378,860,60 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:

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

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
 - 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
 - 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement,
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and doly 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 taw shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 15 to resort to other alternative modes of disputes resolution.

Without projudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and in 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 WE TEST TOPEREDE, the	se parties have hereumo sign	ed this Agreement t	hisday of
TRANSCOM ENGINEERING CONSTRUC Entity/Firm/Corporation		ROVINCIAL GOVI	ERNMENT
DATILO PAGIO Propriegio/Manages/President	By:	GOVERNOR S	RES
867	WITNESSES -	2000	
LOLITA EL DE GEZMAN	M	A. VICTORIA B. T	EJADA
NOT	ARIAL ACKNOWLEDGA	TENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entiry	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Pansport No. P8239281A	August 5, 2028	Manila
DARILLO MAGRO	THE HO. 130-861-254	5. W. W. S.	ESOUTATE S
ill known to me and to me known to acknowledgment that the same is their for sessont.	be the same person/s who ree voluntary act and deed as	executed the foregoi well as the entity the	ing instrument and it they respectively
This instrument, consisting of t written and has been signed by the parties	three (3) pages including this is bereto in each and every way	page wherein this a	scknowledgesom is
Reprinting/Improvement of You Andres, Coints, Risel	ree Hulti-Furpose Cov	ered Court at E	rgy. Sea

at Rigal Provincial Capitol.

HEALTERS PROVING

NOTARY PUBLIC

DECEMBER - 115 3 - 115

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WITNESS MY HAND AND SEAL thin

Antipolo City

Doc No.

Page No. Book No.

Series 20 2.



NOTICE TO PROCEED

05 March, 2021

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

Dear Mr. Pasay:

The attached Contract Agreement having been approved, notice is hereby given to PA PASAY CONSTRUCTION that work may proceed on the Repair/Repainting of School Buildings at Boor Barrio Elem. School, Begs. Boor, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor &

I ucknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder: POCHOLO A. PASAY

CONSTRUCTION AGREEMENT /C

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organized 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 b its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
PA PASAY CONSTRUCTION , a sole proprietorship/private corporation, dult organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Cardona, Risel , and herein represented by its Proprietor/President/General Manager, PCCFANO PASAY , of legal age, Filipin citizen, single/married, resident of Cardona, Risel , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed a pursuant of the Sangguniang Panlalawigan Ordinance No. RPSE Res., Ho., 5, s., 2020 namely:
Secrit/Receinting of School Buildings at Boor Secrio Elementary School, Brgy. Boor, Orrdone, 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 27 Jacouary 2021. It has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of Two Fillian Case Handred intrody-Two Theoremsed Sevent Bandred Fighty-Case Person 6 11/100. (P 2,192,761.11). Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heret hereby agree as follows:
The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bi Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated berein by way of reference, namely:
a. SP Ordinance No. RPSB Res. No. 6, 9, 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning.
bidder/s two (2) bidding envelopes

V.

h. Bid Security

i. Addenda and Supplemental Bulletins

Rules and Regulations implementing R.A. No. 9184

2. In consideration of the payment to be made by the PROVINCE to the CON

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
Two Hillian One Handred Hinety-Two Thousand Seven Burkined Highty-One Pesos

6.11/100 (P. 2,192, 281, 11), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works
unless otherwise agreed by the parties, subject of this Agreement as a contract price at the tittle and in the
manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

1

- 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 Six Bursteed Pifty-Seven Thousand Figure Pendered Thirty-Four Pesos & 33/100 (P 057,03%, 33)

 Philippine Currency, in the form of Purformance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defacts 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 rescand or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
 - 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
 - In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
 - 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
 - 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

IN MARKEN A	QREOF, the parti at Antipolo	es have hereunto sign City.	nod this Agreement	this day of
PA PASAY CONSTI Emity/Pinn/Corps		RIZAL P	ROVINCIAL GOV	ERNMENT
By BAN OF SAV		By:	б	240
Proprietor/Managor/Pr	esident		Governor &	BES.
		WITNESSES -		
SK	/		0	<u> </u>
LOLITA B. M.	GUZMAN	M	A. VICTORIA/B/1	EJADA
/	NOTARIAI	ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHI	(IPPINES)			
ANTIPOLO CITY) \$.5.			
BEFORE ME, a N	otary Public for an	d in Annpolo City, pe	resonally appeared th	se following
Name/Entity	Vi	alid ID Presented	Date	Place
HON REBECCA A YNAR	5 Ушир	ort No. P8239281A	August 5, 2028	Manila
POCOTO VISA	. IIN	10. 149-308-718		
all known to me and in macknowledgment that the su present	e known to be the me is their free volu	same person/s who intary act and deed as	executed the forego well as the entity th	ing instrument and at they respectively
This instrument, or written and has been signed	nsisting of three (3 by the parties hereto) pages including this in each and every pag	s page wherein this is se hereof, refers to the	icknowledgment is Agreement for
Deget/Receinting o	E School Build			
WITNESS AND MAN	Sensor societies weeks a surricular	J day of 7	2	
WITNESS MY HAI Antipolo City	O AND SEAL this	dday of _/	nt Rizal	Provincial Capitol,
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NOTICE TO PROCEED

05 March, 2021

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 Improvement of Cardona Diversion Road, Cardona, Rizal effective on the day you received this Nonce to Proceed.

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on:

3 8.207

Authorized Signature:

Name of the Representative of the Bidder: JUAN 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 sent of government at the Rizal Provincial Capitol.
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
L. Bunnhio and Development Gospo. organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pacin City and herein represented by its Proprietor/President/General Manager, Juan Paulo Rignal F. Hanlands of legal age, Filipine citizen, single/married, resident of Pacin 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. 23 s., 2020 namely:
Improvement of Cardons Diversion Read, Cardons, 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 27 January 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of \$\frac{144.00}{24.00}\$ \$\
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto bereby agree as follows:
 The whole works subject matter of this Agreement shall be completed within 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. 23, 2, 2020
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications
c. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) hidding envelopes
h. Bid Security
i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
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;
77 BBG INVIOLOGISTING S. TO
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
Hise Hillian Hise Handred Forty Four Tacasend Cae Hamared Forty Four Peace and 09/100 (P 9.954.154.09), 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;

- 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 occurry of PESOS. Two MILLION Nine Equation Eighty Pures Photograph Two Evandred Forty Pures Pessos and 23/100 (P. 2.983, 243, 23).

 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistant 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 reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change 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 natigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay times 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 resurt to other alternative modes of disputes resolution.

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

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

works is/are Incated. IN 9 5 3488 WHEREOF, the parties have hereunto aigned this Agreement this ____ at Amipolo City. Emmebis Ace Development Corp. RIZAL PROVINCIAL GOVERNMENT Emity/Firm/Corporation Byc dum Funle Res 1 F. Memlepit REBECCA A. YNARES Proprietor/Manager/President Governor & WITNESSES LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE MF, a Notary Public for and in Antipolo City, personally appeared the following Nume/Entity Valid ID Presented Place Date HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Mansha. Jum Fouls Higgs! F. Maniagit 000-159-917 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is then free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties bereto in each and every page hereof, refers to the Agreement for

	Hond, Cardons, Himsl
WITNESS MY HAND AND SEAL thin	day of at Rizal Provincial Capitol,
Dec No. 343 Page No. G 7 Book No. 1 Sories 30 71	ATTY. PUBLIC HOLARY PUBLIC HOL



NOTICE TO PROCEED

05 March, 2021

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

Dear Mr. Rivera.

The attached Contract Agreement having been approved, notice is bereby given to YAKALER CONSTRUCTION AND SUPPLIES that work may proceed on the Construction of Ynares Stage and Improvement of Ynares Multi-Purpose Covered Court at Cardona Government and Economic Center, Bryy, San Roque, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on

3 8 30H

Authorized Signature:

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

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 neat 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

Takenler Construction and upclies , 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 Roreng, Risal , and herein represented by its Proprietor/President/General Manager, Whith B. Rivers of legal age, Filipino citizen, single/married, resident of Noreng, Risal , bereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, =, 2020 namely:

Construction of Yeares stage and Improvement of Yeares Multipurpose Covered Court at Cardena Opversment and December Center, Star. Sen Seque Cardena, First

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 27 January 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Hillien Cas Printed Seventy State Thomsand

Light limited Forty Two Fance and 05/100 (P 3,128,862.05.), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within the Buddend Starty Starts (168) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 23, s. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h, Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's 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 Torne Hiller One Rundred desemble Educat Thomas of Educat Rundred Forty Two Faron and 05/100 (P 5 472 842.05). Philippine Corrency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any | 8 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 Ham Hundred Platy Three Thomsond 54m Hundred Platy Two Pesos and 52/400 (P.553,652.62) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor luws
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement,
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax 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 daily 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/undortaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its 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 WITHIS WHEREOF, the parties have hereunto signed this Agreement this lat Antipolo City. Yakeler Construction and Duralies RIZAL PROVINCIAL GOVERNMENT Entry/Firm/Corporation Dy. B47 den by River REBECCA A. YNARES Proprietor/Manager/President Governor WITNESSES LOLINA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Name Entity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

Udwin 3. Hyern

428-018-900

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

Construction of Ynares Stage and Improvement of Ynares Hultfpurpose Covered Court at Cardona Severament and Secondaric Center, Sray, San Maque, Gardens, Minel

WITNESS MY HAND AND SEAL this _______day of _______ at Rizal Provincial Capitol,

Doc No. 3/3 Page No. 4/3

Book No. Sansa 20 2/

HOTALY NOTARY PUBLIC, 2021

MOTATON - PAINT NO. 20-07

FROM CONTRACT

FROM CONT

- 15 TO TO SHITTE WITH THE



NOTICE TO PROCEED

65 March, 2021

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 Concrete Reblocking (portion) of J. Delos Santos St., Brgy. Bagumbong, JalaJala, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. VNARES

Governor

I acknowledge receipt of this Notice on:

3827

Authorized Signature:

Name of the Representative of the Bidder. JUANPAOLO MISUEL E. MANLAPIT

CONSTRUCTION AGREEMENT [C

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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, 8, 2020 namely;

Amphalt Overlaying/Concrete Heblocking (portion) of J. delea Santon St., Hugy, Nagambong, Jalajala, Himal

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 27 January 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Pourtoen Million Dight limited Eighty Sin Thousand Dight limited Third Four Fasce and 10,400 (P 11,886,834,10), 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 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 No. 23, 8, 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h.\Bid Security
 - i. Addenda and Supplemental Bulletina
 - 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

Fourteen NILLian Sight Hundred Sighty Six Thousand Sight Hundred Thirty

Four Person and 10,700 (P. 44, 556, 534, 40). Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works
unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the
manner prescribed by the Contract and specified in the Hid and as agreed upon by the Contractor.

01

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Million Four Bundred Sixty 5in Thomsand Litty Pones and 23/100 (P. 4,465,000.25)

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Pailures" 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 shalf be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) 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 English 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 layer;
- 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:
 - 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 | 9 to reson to other alternative modes of disputes resolution.

Without prejudice to administrative sunctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the dismages 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 5 MAR 2	Chiboto Cuta		
La Spenitio Ace Development Entity/Num/Corporation	Corp. RIZAL P	ROVINCIAL GOV	ERNMENT
By:	Ву:	Ŕ	
Juan Paula Managar/President	pát	REBECCA A. YNA Governoed	RES
/201	WITNESSES -		7
LOLITA B. DE GUZMA	N M	A. VICTORIA	EJADA
/ No	TARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY S.S.			
BEFORE ME, a Notary Pub	lic for and in Ampolo City, pe	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
ION REHECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
lunn P wie Migwel P. Munlap	10 000-159-917	PERMIT	
The page	If three (3) pages including this ties hereto in each and every pages	well as the entity the page wherein this pr hereof, refers to the	at they respectivel acknowledgment in Agreement for
WITNESS MY HAND AND S	SEAL thisday of	R 2021	Provincial Capitol
Nec No. 237 Page No. 677 Socia No. 1	3	NOTARYPU	BEIC TEST TEST OF STREET



NOTICE TO PROCEED

05 March, 2021

MR. JUAN PAOLO MIGUEL E. MANLAPIT L EUSEBIO ACE DEVELOPMENT CORP. Panie 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 Rehlocking of Road at Sitio

Bagong Silang, Bryy, Bagumbong, JalaJala, 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

acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

2 8 4 M

JUAN PAOLO MIGUEL E. MANLAPIT

01/27/2021 # 20

CONSTRUCTION AGREEMENT 20

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

and office address at Panage Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That, WHEREAS, the PROVINCE de pursuant of the Sangguniang Panlalawiga	Jum Pento Riguri Famig City	and herein F. Hanlapit , hereinafter	referred to as the
market and the second s		4 2 5 2 2	Hogong Silonge

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 27 January 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two hillion Six Hundred Seventy Thomsond Bine Hundred Party Three Pages and \$1/900 (P 2,570,953.08), Philippine Currency.

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

- The whole works subject matter of this Agreement shall be completed within Edgity Blight (68) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 25, n. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidden's two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two William Min Hundred Seventy Thomsand Mine Hundred Fifty Three Pesos and

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,

W

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,

- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Edgit flundred one Thousand Two Hundred Edgitty Sig Peace and 14/100 (P 607,286,16 Philippine Currency, in the form of Performance Bond 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 "Smuctural Defects and Failures" occurring during the applicable warranty
- 7. For the duration of the Contract, a Contractor's All Risk insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether biquidated 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 fiquidated damaged seaches 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 remoties 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 lews;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforumentioned project prior to the acceptance by the PROVINCE;
- VI. That the PROVINCE shall have so EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries und/or damages that may be sustained by them or any third purty, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 itadi be applied in this Agreement,
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the dumtion of the contract, CONTRACTOR shall regularly present a tax elemance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and daily 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 Agroement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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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 perturent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHIPPOF, the puries have hereunto signed this Agreement this az Antipolo City. La Ruschio Loe Development Corp. RIZAL PROVINCIAL GOVERNMENT Fining/Firm/Corporation By: n Pomlo Higgs REBECCA A. YNARES Proprietor/Manager/President Governor Y WITNESSES MA, VICTORIA A B. WEGUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name Entity Valid ID Presented Date Place HON REBECCA A YNARES. Passport No. P8219281A August 5, 2028 Manila Jumn Penlo Hignel P. Hemlegit 000+159-917 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the name 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 Asphalt/Greelsying/Concrete Schlocking of Road at Sitio Engung Silang, Bryr. Regumbong, Jelajala, Hisel WITNESS MY HAND AND SEAL this Anapolo City Doc No. Page No. Book No. Serves 20: 24

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NOTICE TO PROCEED

05 March, 2021

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

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to
CAMORI BUILDERS AND SUPPLY that work may proceed on the
Construction of Stone Masonry for Slope Protection (portion) of Creek
at Purok 3, Brgr. Palaypalay, JalaJala, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder;

G. SANTIAGO

JOMME.

01/27/2021 # 21

CONSTRUCTION AGREEMENT

21

KNOW ALL MEN BY THESE PRESENTS:

	The state of the s
	This AGREEMENT made and entered into by and between:
Circ	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and sting under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, camferential Road corner P. Olíveros St., Brgy. San Roque, Antipolo City, represented in this act by GOVERNOR, HON. REBECCA A. VNARES, herein referred to as the PROVINCE; and
Prop	inized and existing under the laws of the Republic of the Philippines, with principal place of business office address at Horoug, Rical and herein represented by its prietor/President/General Manager, Townell Statistics of legal age, Filipino ten, single/married, resident of NTRACTOR, WITNESSETH, That
pur	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in tuent of the Sangguniang Panlalawigan Ordinance No. 25, 5, 2680 namely:
Pur	Construction of Stone Recory for Slope Protection (portion) of Greek at rok 3, Brgy, Palmypnlay, Jalajala, Risal
the follo	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence adertake the above said infrastructure works; has been declared as the Lowest Calculated Responsive in a public bidding held last has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the twing standards set forth in the bid documents, approved plans, program of works and specification in sideration of the amount of health and the standards of the amount of health and the standard of the stan
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto by agree as follows:
Doc	The whole works subject matter of this Agreement shall be completed within a start of the Agreement shall be completed within shape (
3	a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental 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 envenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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

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

- 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 Right Hundred Fifty Eight Thousand Six Sundred Fifty Four Peace and 44/400 (P 858,654,44 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
- 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 inconsistant with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement,

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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 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 themin 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 domnion 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 21 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/undortaking prior or subsequent to the execution of this Agreement as well as any of the perturent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR hable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

I.J	WITNESS WHERE	OF, the parties have hereum at Antipolo City.	o signed this	Agreement	this
- Senort Er	indiders and fun my/Firm/Corporation	ply RD	AL PROVIN	CIAL GOV	ERNMENT
By:	la	Ву		4	
Proprie	tor/Manager/President	-:		CAA, YNA Governor O	RES
	101	WITNESSES	-		
1.	OLITA ROE CUEN	IAN	MA, VIC	TORINE, T	EJADA
0	/ :	NOTARIAL ACKNOWL	EDGMENT		- LEW 1/1/2-47
REPUBLIC	OF THE PHILIPPIN				
BE	FORE ME, a Notary F	ublic for and in Annpolo C	ity, personally	y appeared th	r following
1.0004.000	me/Entity	Valid ID Presente		Date	Place
HON REBE	CCA A. YNARES	Panaport No. P823928	ta Aug	ust 5, 2028	Manila
Jours 1	Sentilego	818-563-131			
all known t scknowledge present	THE PERSON NAMED OF THE OWNER, TH	on to be the same person's sear free voluntary act and de-	red as well as	the entity the	it they respect
The written and b	itistrument, consisting	saftire hereto in each and min	OF ILLIA TAIRD A	COURT OF THE PROPERTY	icknowledging
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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

05 March, 2021

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

Dear Engr. Minn:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES that work may proceed on the Asphalt Overlaying (portion) of Garrovillas St., Hrgs. San Jose, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: PORFIRIO

CONSTRUCTION AGREEMENT 22

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
Circu	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and ing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, inferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by OVERNOR, HON, RESECCA A. YNARES, herein referred to as the PROVINCE; and
	a sole proprietorship/private comporation, duly
OFFRE	sized and existing under the laws of the Republic of the Philippines, with principal place of business
and	office address at Emery, stand , and herein represented by its
citiza	netor/President/General Manager, For First Inn , of legal age, Filipino on single-married, resident of Every Inst. , hereinafter referred to as the TRACTOR, WITNESSETH, That,
	WHENEVE & PROVINCE LAW &
pursu	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in ant of the Sangguniang Panlahwigan Ordinance No. 23. 8. 2020 namely:
	regulat Dyarloying (portion) of Horrowillow St., Supy, San Jose Forenza, Risel
the or	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence dertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive a a public bidding held last
- secretary	octation of the amount of 188 size of 188 (P 2, 175, 774, 15), Philippine Currency.
	(r.eg.) J. emippine Currency.
hureb	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto y agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within (32) calendar days, in accordance with the provisions of the Bid
Which	ments, Approved Plans, Program of Works and Specifications and supporting/related documents are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 29, E. Audo
	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications
-7	e. Construction Schedule
7	f. Request for Expression of Interest
	g. Bidding Documents including all the documents/statements contained in the winning
	bidder/s two (2) bidding cavelopes
	h. Bid Security
į.	i. Addenda and Supplemental Bulletins
ŧ	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
	AV. 100 F 700 G T 2
. Marketon (2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
this A	hereby covenints with the PROVINCE to construct and complete the infrastructure works subject of greement in conformity with the province of the Contract;
10	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
-	william Three Sundred Miner Three Chestered Viscon Sundred Seventy Pers
	Philippine
	acy, in consideration of the construction and only upon completion of the infrastructure works
uniess	otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the
manne	or prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,
	77 5 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3



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 to the property of PESOS to the form of the property of the form of the form of the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his
 responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
 period;
- 7. For the direction of the Contract, a Contractor's All Risk 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 control of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches are percent (10%) of the amount of the contract, the Procuring limity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained them or any third purry, and that the name 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. 576, 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 LLto resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ distribute. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES Proprietor Ntmmaer/President Governor 5 WITNESSES B. DE NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name Entry Valid ID Presented Date Place HON REBECCA A YNARES Paniport No. P8239281A August 5, 2028 Manda Perferie Can 954-422-889 all known to me and to see 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 us the entiry that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been aigned by the parties beseto in each and every page hereof, refers to the Agreement for

aspealt Overlaying (portion) of Gerrovilles Stee Bray. San Jose.

0 5 MAR 2021

TARIL!

at Rizal Provincial Capitol.

1016157500AV

AATTE NOTARY PUBLIC

TRUTT PRODUCTS - - 44 (SEMTERINGS).

Mercag, Himl

Antipolo City

Doc No.

Page No. Book No.

Senes 20 /3/

WITNESS MY HAND AND SEAL this



NOTICE TO PROCEED

05 March, 2021

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

Dear Mr. Soriuno:

The attached Contract Agreement having been approved, notice is hereby given to
S.B. SORLANO CONSTRUCTION that work may proceed on the
Improvement/Concreting of Various Roads at Sitio Talaga, Brgs. Maybancal, 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,

1

REBECCA A. VNARES

Governor

Lacknowledge receipt of this Notice on:

38 2014

Authorized Signature

Name of the Representative of the Bidder - SIDNEY, B. SORIANO

CONSTRUCTION AGREEMENT 23

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
má	isting under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol.
	resumferential Pond array D. Cill. See Co. Days Co. War Leafur City Co.
E	counferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
Yes	GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
- 3	5.5. Seriano Construction - sule providentifications companies dela
- 34-	, a sore proprietarism parvate corporation, quiv
def	unized and existing under the laws of the Republic of the Philippines, with principal place of business
duc	d office address at House Hisal , and herein represented by its
Pro	oprietor/President/General Manager, Sidney Sortano , of legal age, Filipino
citi	izen, single/married, resident of moronie, Manal , hereinafter referred to as the
QC	ONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works abould be constructed in
Din	rsunnt of the Sangguniang Panlalawigan Ordinance No. 23 a. 2020 namely:
V.	
190	Improvement/Concreting of Various Honda at Sitio Malagma Brgy. Haybanesh
1,50	A SHOULD
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to t	undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
Bid	in a public bidding held last 27 January 2021 , has accepted and binds itself to undertake
the	construction and completion of the above said infrastructure works strictly in accordance with the
foll	lowing standards set forth in the bid documents, approved plans, program of works and specification in
con	ssideration of the amount of Two Hillian Three Huntred Seventy Sight Thomasud
2/1	mety Can Feron and 22/100 (P 2,375,091,22) Philippine Currency
	mety Cate Leason and 22/100 (P 2,575,091,22), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
her	chy agree as follows:
77	and influence are instituted as
	W THE TANK THE TEN IS NOT TO SEE THE TEN IN
10	1. The whole works subject matter of this Agreement shall be completed within lightly (80) calendar days in accordance with the provisions of the U.S.
2704	cuments. Approved Plans, Program of Works and Specifications and supporting/related documents
With	ich are integrated herewith and incorporated herein by way of reference, namely:
er - 2	to call accommon to the call and a second
20	a. SP Ordinance No. 23 s s 2020
X	b. Certificate of Availability of Funds
0	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
	biddet/s two (2) bidding envelopes
	h. Bid Security
6	i. Addenda and Supplemental Bulletins
11.	1. Notice of Award of Contract and the Contractor's Conformity is seen

80

- Notice of Award of Centract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Roles and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Three Hundred Seventy Might Phonored Minety Can Peson and 22/100 (P 2,378,091,22). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given 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 Seven Bundred Thirteen Thousand Four Fundred Depthy Seven Person and 37/100 (P213,527.37)

Philippine Currency, in the form of Ferfforminge floud in 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 Massial (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of duringes, whether liquidated and compensatory duringes 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 teaches ten percent (10%) of the amount of the contract, the Procuring Emity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's beaith 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.
- 1.3. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Lew" 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 2.5 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 agroement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

Name/Entity Valid ID Presented Date Place

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

oldmay Servanne 233-687-269

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

This matrument, 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

Horong, Bissl.

WITNESS MY HAND AND SEAL this day of at Rival Provincial Capitol.

Doc No. 378 Page No. 63

Book No. 7 Series 20 Af

Antipolo City.

at Rizal Provincial Capitol.

NOYARY PUBLIC

PIR Mill Parker Comments

AT LOOK

TIL



NOTICE TO PROCEED

05 March, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiens) at Malaya National High School, Brgs. Malaya, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder: RENATOD, VILLAROMAN

CONSTRUCTION AGREEMENT 2 U

KNOW ALL MEN BY THESE PRESENTS:

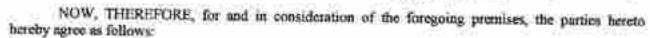
This AGREEMENT made and entered into by and between:

The I	ROVINCL	L GOVE	RNMENT	OF RIZAL	a local gove	ernment unit	duly organ	ized and
existing unde	z Republic	Act No.	7160, with	seat of go	vemment a	t the Rizal	Provincial	Capitol
Circumferent	al Road con	ner P. Oliv	cros St., Brit	y. San Roq	ue, Antipole	o City, reme	sented in the	is act by
iti GOVERN	OR, HUN.	REBEAL	A. YNARI	is, herein r	eferred to as	the PROVI	NCE; and	

Lard Builders		, a sole p	торгю	torship/p	rivate cor	porati	Off.	duly
organized and existing under the laws of	the Repub	hic of the Phili	ppines	with pr	incipal pla	ce of	busi	pess
and office address at Proprietor/President/General Manager,	Risel-	7437	and	herein	of logal	1.0		
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	degrees,	Hinol	_ he	reinufter	referred	to	as	the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggariang Panlalawigan Ordinance No. 125-18 Nov. 6, 10, 2020 namely:

Genetrartics/Provision of Nach Facilities (Nator, Semitation & Hygiene) at Malaya Maticaal High School, Brys. Malaya, Pililla, Risal



- I. The whole works subject matter of this Agreement shall be completed within

 History Force:

 (gh.) 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. 11052 Sees. 6, 8. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate.
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest.
 - g. Didding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS wight Hundred Picty Pive Toomand One numered two images and 16/100), 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;



- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two hundred Fifty Six Traces of Five Hundred Tritty Feets and 65/100 (P 255,530,65).

 Philippine Currency, in the form of Feetfermance Fiend 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 (or every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Easity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

IN WITNESS WITH OF, the parties have hereunto signed this Agreement this at Antipolo City. Lard Bullders RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Sumato A REBECCA A. YNARES Proprietor/Manager/President Governors WITNESSES MA. VICTORIA TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 15.5 BEFORE MII, a Notary Public for and in Antipolo City, personally appeared the following Name Entity Valid ID Presented Date Place HON REHECCA A. YNARES Passport No. P8239281A August 5, 2028 Renato Villaronna 115-001-048 all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

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

Construction/Provision of Manh Facilities (Mater, Semination & Hygiene) at Halaya Mational High School, Brgy, Malaya, Pililla, Sinal

WITNESS MY HAND AND SEAL this	0.5 HUN 2021
Antipolo City Doc No. 36	day of at Rizal Provincial Capitol.
Page No. 4V Blook No. Series 20 2/	HITABIA CALVERUNATA-V VIL
	001 801 109417 NO. 55350 011 801 1538176978124



NOTICE TO PROCEED

05 March, 2021

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

Dear Ms. Sagun

The attached Contract Agreement having been approved, notice is hereby given to
DIAMOND BLESSED CONSTRUCTION—that work may proceed on the
Construction of 2-storey Frares Multi-Purpose Building at Eastward Residences

Phase 6, Brgs. San Islans, Rodriguez, Rical

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCAA. YNARES

Governor

I acknowledge receipt of this Notice on:

35 2011

Authorized Signature:

Name of the Representative of the Bidder:

MA. VICTORIA II. SAGUN

CONSTRUCTION AGREEMENT 25

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	Ė
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Bourdanes</u> , <u>Stant</u> , and herein represented by it Proprietor/President/General Manager, <u>No. Victorio E. Sugua</u> , of legal age, Filipine citizen, single/married, resident of <u>Bodrigues</u> , <u>Manager</u> , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,	8
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 25, 8, 2020 namely:	i (
Construction of 2 storey Ymarcs Fultipurpose Suilding at Eastwood Feeddences Phase 6, Brgy. San Isidro, Rodrigues, 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:	60
 The whole works subject matter of this Agreement shall be completed within <u>Cross learning of This by Sevent 157</u>) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely: 	ш
a. SP Ordinance No.23 a Sec. 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate	
d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest	
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security	
i. Addenda and Supplemental Bulletins	
 Notice of Award of Contract and the Contractor's Conformitythereto Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184 	
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the	
latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of	

this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three MALLER Purps literated Marky Purp Thomsand Main Ferror and 50/100 (P 3.382.000.30), 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;

D

- 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 Can Million Fourteen Themsend Six Sundred Two (P_4,014,602,80 Philippine Carrency, in the form of Performance Bend as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE:
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restriction shall be applicable in the implementation of this Agreement,

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

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

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

referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing. 25 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have bereanto signed this Agreement this. [115-207] day of at Antipolo City Di- | Blessed Construction RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Mile Victoria REBECCA A. YNARES Proprietor/Manager/President Governor & WITNESSES B. DO GUZMAN TORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name butity Valid 1D Presented Place Date HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila Mar Victoria N. Sorum 197-087-270 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consuming 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 Omstruction of 2 storay Yasres Hultipurpose Building at Enstreed Basidenses Finne fi, Hrgy, Sem Idddro, Sodrigues, Sinal F H 7 - 200 WITNESS MY HAND AND SEAL this _ day of at Rizal Provincial Capitol. Antipolo City Doc No. 324 Page No. 66 Book No. NOTARY PUBLIC Scrieg 20 21



NOTICE TO PROCEED

05 March, 2021

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to that work may proceed on the CSGER CONSTRUCTION CORPORATION Construction of 2-Storey Fnares Multi-Purpose Building at Eastwood Residences Ph# Block 25, Hrgy, San Isidro, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor 4

Lacknowledge receipt of this Notice on

Name of the Representative of the Bidder: CARLOS S. GERONIMO

CONSTRUCTION AGREEMENT 26

BNOW 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 b 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 <u>Bottrigues</u> , Rinal , and herein represented by it Proprietos/President/General Manager, <u>Garlies Jarvanian</u> of legal age, Filipin citizen, single/matried, resident of modrigues, Rinal , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed it pursuant of the Sangguniung Panlalawigan Ordinance No. 23, n. 2020 namely:
Denotruction of 2 storey Tueres Heltipurpose Building at Sastwood Immidences Feb Block 25, Frgg. Com Inidro, Rodrigues, Himal
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 hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated began by way of reference, namely:
a. SP Ordinance No. 25 a. 2030 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. Crodit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Three Sundred Three Thousand Fifty Sight Joseph (P. v. 201.) Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to my official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Rine Fundred Finety Thousand Rine Bundred Seventeen</u>

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

greez.

referred thereto. The process of arbitration under the foregoing law shall be assumed part of this 26 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/undortaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR tiable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

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

IN WITSESS WHE	REOF, the parties have hereunto sign	ed this Agreement t	his day of
COME Construction Ser	BIZAL F	ROVINCIAL GOVE	ERNMENT
Entity/Firm/Corporat	ion		
By Glille	By:	R	
Cyfylan Gyfranimo	The state of the s	EBECCA A. VNA	REC.
Proprietor/Manager/Prosid	lent	Governor	PERO .
LOLIFA B. DE CI	WITNESSES —	A. VICTORIA A	EJADA
		a. Tic rosqua. I	ENADA
P (NOTARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIP	DINEC		
ANTIPOLO CITY	18.8		
BEFORE ME, a Nota	ry Public for and in Antipolo City, pe	rsonally appeared th	e following
Name Entity	Valid ID Presented	Date	
	vano il Frieschio	Lyang	Place
HON REBECCA A. YNARES	Pasiport No. P8239281.A	August 5, 2028	Manila
Carlon Garceino	009-082-732		
present. This stistrument, consi	stoom to be the same person's who is their free voluntary act and deed as sting of three (3) pages including this this parties hereto in each and every page.	well as the entity the	at they respectively
Construction o	f 2 storey Yeares Hultipurpe 25, Sagr. Son Inderes Hedrig	on Dailding at	
WITNESS MY HAND Antipolo City	AND SEAL this day of	at Rizal	Provincial Capitol
Doc No. 3%6. Paye No. 68. Book No. 69. Series 20. 24	INTART I	HOTARY PUT	NUMERA 021 07 1241

KIY IS REPRESENTED IN



NOTICE TO PROCEED

05 March, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman

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

> Construction of Multi-Purpose Building at New San Mateo. Subd., Phose 7, Brgg. Gultnang Bayan I, 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: RENATO E. VILLAROMAN

CONSTRUCTION AGREEMENT 32

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
Ci	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and isting under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, reumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by GOVERNOR, HON, REHECCA A. YNARES, herein referred to as the PROVINCE; and
	Land Sailders a sole proprietorship/private corporation, duly
an Pr	ganized and existing under the laws of the Republic of the Philippines, with principal place of business
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pu	rsuant of the Sangguniang Panlalawigan Ordinance No. 23, 8, 2020 namely:
	Construction of bulbicurpose Smilding at New San Mates Subd., Phase 7.
¥5,	isneng Sayam I, San Matoo, School
the foi	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive d in a public bidding held last January 27 2021 has accepted and binds itself to undertake a construction and completion of the above said infrastructure works strictly in accordance with the dowing standards set forth in the bid documents, approved plans, program of works and specification in assideration of the amount of Three Million Thomas Him Thomas Hour Hundred (P 3.029.420.50). Philippine Currency.
he	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto reby agree as follows:
D_0	The whole works subject matter of this Agreement shall be completed within the light that the completed within the provisions of the Bid cuments, Approved Plans, Program of Works and Specifications and supporting/related documents ich are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 25, sa 2020
	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications
	e. Construction Schedule
	f. Request for Expression of Interest
	g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
	h. Bid Security
	i. Addenda and Supplemental Bulletins
	j. Notice of Award of Contract and the Contractor's Conformitythereto
	k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
latt	 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the or hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of Agreement in conformity with the province of the Contract:

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

Three Hillion Toursty Hime Thousand Four Bundred Touris Force and 50/100 (PT 029 420,50). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

8

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any 2 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_Hine Hundred Hight Passessed Philippine Currency, in the form of Parformers Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth 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 purity, 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 flureau 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 27 to resort to other alternative modes of disputes resolution.

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

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

0 5 jun 7021	F, the parties have hereunto sign at Antipolo City.	ned this Agreement th	us day of
Lord Bulldage Entity/Firm/Corporation	RIZALII	ROVINCIAL GOVE	RNMENT
Proprietor/Ninnaper/Preydent	By	T GOVERNO O	RES
LOLITA B. DE GUZM	WITNESSES -	A. VICTORIA E TI	EJADA
()	OTABIAL ACKNOWLEDGE	64	STOWN
REPUBLIC OF THE PHILIPPINI ANTIPOLO CITY)	ES) S.S	4150947.1	
BEFORE ME, a Notary P.	ublic for and in Antipolo City, p	enonally appeared the	following
Nume/Emity	Valid ID Presented	Date	Place
HON REBECCA A YNARGS	Passport No. P8239281A	August 5, 2028	Manila
imnato Villargons	112-011-146		musses
all known to use and no me know acknowledgment that the same is th present. This instrument, consisting	of three (3) names meluding the	s well as the entity tha	t they respectively
written and has been signed by the p	arries hereto in each and every pag	ge bereal, refers to the	Agreement for
Construction of Null Bryon Σ_{φ} fullness Hayon Σ_{φ} for	tipurpose Building at Her an H _a teo, Risel 0 5 MA	s Jen N _a teo Jubid. 2021	Plante 7,
WITNESS MY HAND AND Antipolo City.	SEAL thisday of		Provincial Capitol,
Doc No. 324 Page No. 49 Book No. 49 Scripp 20 34	ATTY,	A P NOTARY PUB	LIC FEAL

WIRING ISHINING IN



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 March, 2021

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

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 Constn. of 2-Storey Yuares Multi-Purpose Bldg. & MRF at Cresda Ville 2, Brgy. San Juan, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

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 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 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 busines and office address at https://doi.org/10.1001/j.com/lines-new-blood , and herein represented by it Proprietor/President/General Manager,

b. Bid Security i. Addenda and Supplemental Bulletins

bidder/s two (2) bidding envelopes

- Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the · latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in confounity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Thirty Phree Thomsand Fifty Feace and St/400 (P 3,033,090,84). 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,

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any 29 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Bine Hundred Bine Theorems Bundred Fifteen Passes and 26/100</u>

 (P 909,915.24)

 Philippine Currency, in the form of <u>Performance Bond</u> as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents,
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and 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 stackes ten percent (10%) of the amount of the contract, the Procuring Emity 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 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 letter 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 thum in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and un 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

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

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

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

Ublades Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Bν Byl Zouro H. Walachan REBECCA A. YNARES Proprietor/Manager/President Governors WITNESSES B. DE GUZMAN MA. VICTORIA'B, TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON REBECCA A YNARES. Passport No. P8239281A August 5, 2028 Manila Lauro H. Whissian 008-430-689 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 Construction of 2 storey Hultiserpose Building & MMF of Green Ville 2. Bray, Son Juan, Taytoy, Rical WITNESS MY HAND AND SEAL this at Rital Provincial Capitol, Antipolo City Doc No.

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TO THE

Page No.

Book No. Series 30 %/



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

65 March, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Construction of Senior Citizen Office Tribal Hall, Brgy. Sto. Niño, Tanuy, 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

PENAMED VILLABORIAN

CONSTRUCTION AGREEMENT 29

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.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

organized and existing under the laws of and office address at	the Republic of the Philippines, with principal place of business and berein represented by its
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That, WHEREAS, the PROVINCE des pursuant of the Sangguniang Panlalawigus	Bureau leinal , hereinafter referred to as the
	Atisen Office/Sribel Hell, Hegg. Sto. Nino,
to undertake the above said infrastructure	warranting that it has the financial and, technical competence works, has been declared as the Lowest Calculated Responsive ary 22, 2021 has accepted and binds itself to undertake

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

 The whole works subject matter of this Agreement shall be completed within the fundred Tairty Stm (136) calendar days, in accordance with the provisionant 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. 23 a 8 2020
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bullerins
- 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

 Three PS11ion Four Hundred Thirty Saven Thousand Two Hundred Thirty Six

 Pence and 76/100 (P 3,427,236,76), 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,

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 One hillion Thirty One Thousand One Bundred Deventy One Pesos and 03/400 (P 1,031,171,03)

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

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

"All contracts executed in accordance with the 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 tenches ten percent (10%) of the amount of the contract, the Procuring Emity may rescind or terminate the contract, without prejudice to other courses of action and 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 my 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

a

referred thereto. The process of arbitration under the foregoing law shall be assumed part of this > G 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 prejodice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of my/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF,	the parties have hereunto sign Antipolo City	ned this Agreement t	thisday o
Entity/Firm/Corporation	RIZAL F	ROVINCIAL GOV	ERNMENT
By: Special State	By:	REBECCA A. YNA	
Dex.	WITNESSES -	3/	
/	N TARIAL ACKNOWLEDGE	A. VICTORGES. 7	EJADA
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY 18.5	j	TRAVELE	
BEFORE ME, a Notary Pub	lic for and in Antipolo City, po	arsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Munda
R nato Villarence	119-011-48		
all known to me and to me known scknowledgment that the same is their present. This instrument, consisting of strates and has been signed by the part	f three (3) maps, melodine this	well as the entity the	at they respectively
	r Office/Tribal Hall,		
WITNESS MY HAND AND S	EAL thisday of	at Rival	Provincial Capitol,
Not No. 373 nge No. 44 sook No. sense 26 24	MOINT MOINT MOTES MUNICIPALITY		PHEM



NOTICE TO PROCEED

05 March, 2021

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to LEUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Construction of 17x30m Ynares Multi-Purpose Covered Court at Carissa Homes East II Subdivision, Brgy. San Gabriel, Teresa, 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

Covernor

Lucknowledge receipt of this Notice on

28 254

Authorized Signature:

Name of the Representative of the Bidder.

JUAN PAOLO MISUEL E. MANLAPIT

CONSTRUCTION AGREEMENT 30

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMEN'I made and entered into by and between:

	The PF	COVINCL	AL GOVE	RNMENT	OF RIZ	AL, a local s	governme	mt unit.	duly organ	ized and
						governmen				
						Roque, Anti				
its GO	VERNO	R, HON.	REBECC	A.A. YNA	RES, bore	in referred to	o as the P	ROVE	NCE; and	
		S						SC00 10		

L. Eunobio Aco Development Co	rpe	sole proprietorship/pr	ivate corporati	on, duly
organized and existing under the laws of and office address at Panda Proprietor/President/General Manager,	the Republic of ti	he Philippines, with pri	ncipal place of	business
Proprietor/President/General Manager,	cum reale n	ritour s. summabre		
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Fanig City	, hereinafter	referred to	as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 19928 Non. 6, 8, 2000 namely:

Construction of 17x50x Theres Multipurpose Covered Court at Carinea Homes Heast II Nobdivision, Bryy, Sem Gabriel, Torogo, Risal

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

- The whole works subject matter of this Agreement shall be completed within the Mandred Forty (190) 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. IPSB Pag. 6, p. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - L 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.

 From Million One Bundred One Thousand Three Bundred Thirty Bine Pesos & 20/100

 (P h 101.339.20), 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,



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

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. One Military Two limited This Thomsand Four Hundred Can People and 76/100 (P. 1,230,401.76)

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 of 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 emitte the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments 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

at Rizal Provincial Capitol,

MOTARY PUBLIC TO

NOTABLE SALES OF TARRES

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 bardo 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 may of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR hable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN OFBINAS 2022 REDF, the parties have hereunto signed this Agreement this at Antipole City. L. Numebio Act Devolupment Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Byc Jum Punto Maked To REBECCA A. VNARES Proprietor/Manager/President Covernme WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES! ANTIPOLO CITY 18.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON REBECCA A. YNARES Pasaport No. PR239281A August 5, 2029. Manile Junn Paulo Hignel F. M mlapit 000-159-917 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same in their free voluntary act and deed as well as the entity that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Construction of 17x30s Inares Multipurpose Covered Court at Carions House Dast II Subdivision, Brgy. San Cabril, Tereno, Risel

WITNESS MY HAND AND SEAL this

Antipolo City

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Series 20 Ar