

NOTICE TO PROCEED

19 April, 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 I-storey, 8-rooms Fnures School Building at Carlos
"Botong" Francisco Memorial High School, Regy. Mahabang Parang, Angono, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. VNARES

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder.

4-31-244

LAURO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
Ct	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, reunferential 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
an Po cit	d office address at Ringaguero, Right and herein represented by its opposition/President/ General Manager, LARRO M. UHIADAS of legal age, Filipino izen, single/married, resident of himmonomy, Right, hereinafter referred to as the ONTRACTOR WITNESSETH, That,
pu	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in remark of the Sangguniang Panlalawigan Ordinance No RPSD Row, No. 6, 4, 2020 namely:
the folloor	Devices "nothing of 1-stoday, 6 cooms Yneres School Building at Octales "nothing "responsive benefit High School, Begy. Hebebeng Foreig, Amgoro, Birri 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 in a public bidding held last 15 forcis 2021. has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the lowing standards set forth in the bid documents, approved plans, program of works and specification in saideration of the amount of the Allien Hasting Flant Theory Thousand Tores and T-early-One Person 4 (1/100 (P_1, 186, 221, 11)), Philippine Currency
her	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto- eby agree as follows:
Down	The whole works subject matter of this Agreement shall be completed within Sixty (50) calendar days, in accordance with 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 Rich Son, No. 6, p. 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

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In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to committee 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

Rules and Regulations implementing R.A. No. 9184

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS (for PULLION eight function) Eighty-Four Thousand Three Fouriest Tuncing Tourists Contract Thousand Three Fouriest Tuncing Thousand Three Fouriest Tuncing Contract Tuncing Thousand Three Fouriest Tuncing Contract Tuncing Thousand Three Fouriest Tuncing Thousand Three Fouriest Three Fouriest Thousand Three Fouriest Three Fouriest

- 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 seeme this Contract;
- 5 It is understood that prior to the signing of this Agreement, the Contractor has pented the required performance security of PESOS Five Hundred Sixty-Five Thousand Two Hundred Minety-51: Period 5 48/100 (P 565, 256, 48

Philippine Currency, in the form of <u>Purifoculture Powe</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 ease of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Emity may rescand or terminate the contract, without prejudice to other courses of action and tensedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, bours of work and other 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 trees in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration. Commission to resolved shall be

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

Without projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9180, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfesture in favor of the government of any unwarranted benefit derived from the set 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.

	RUZAL P	ROVINCIAL GOVE	RNMENT
Proprietor/Manager/President LAURO M. URTADAS	Dy:	EBECCA A VNARE	1775112255103
101	WITNESSES		
LOLITA B. INC. GLOSAN	3	A VICTORIA TI	EIADA
,	NOTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINI ANTIPOLO CITY INGONO, REZAL)SS		
BEFORE ME, a Notary Pt	ablic for and in Antipolo City, per	sonally appeared the	following
Name/Enerty	Valid ID Presented	Date	Dace
HON REBECCA A. YNARES	Passport No. PR239281A	August 5, 2028	Manila

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

Receim/Reprinting of 1-stormy, 8 coons Y "Botong" Proncises Memorial High School,	Bogy, Mehebeng Pereng, Angono, Risel
WITNESS MY HAND AND SEAL this Antipolo City 7 1 7 2 2 Dec No. 344 Fage No. 21	day of APR 19 20 TT OF PERIL PROPERTY OF PURILIC OF PERILIP.
Novies 2974	NOTARY PRESENT Matter No. 14:00 PTP NO. 1500 PROSE Rall of Microsys No. 69250 ICP Lifetime Member No. 016632 77 20 MCL5 Compliance No. 01-0007883 Valid until April 14, 2022



NOTICE TO PROCEED

19 April, 2021

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

Dear Engr. Mina

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES that work may proceed on the:

Asphalt Overlaying of Various Streets at Victoriaville Subd., Brgy. Sta. Cruz, 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

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

PORFIRIO P. MINA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into b	y and between:
existing under Republic Act No. 7160, with sen	RIZAL, a local government unit, duly organized and a of government at the Rizal Provincial Capitol, San Roque, Antipolo City, represented in this act by berein referred to as the PROVINCE; and
JRD+D ² DITEMPRISES	a sale populate this largests composition, dub-
organized and existing under the laws of the Republi and office address at Transy High! Proprietos/President/General Manager, PORPTRI	a sole proprietorship/private corporation, duly ic of the Philippines, with principal place of business, and berein represented by its O HIGA of legal age, Filipino , Kazel , hereinafter referred to as the
WHEREAS, the PROVINCE declares that of the Sangguttiang Panlalawigan Ordinance	certain infrastructure works should be constructed in a No. 23, #, 2020 namely:
Amphelt Overlaying of Various Six. Crus, Antipolo City	ests et Véctorisville Subd., Begy. Dis.
to undertake the above said infrastructure works, has Bid in a public bidding held last 15 blarch 2021, the construction and completion of the above said following standards set forth in the hid documents as	that it has the financial and, technical competence been declared as the Lowest Calculated Responsive , has accepted and binds itself to undertake infrastructure works strictly in accordance with the pproved plans, program of works and specification in
consideration of the amount of Two Hillion I	(P 2,683,642,27), Philippine Currency.
Sixty-rour (to) calendar	of this Agreement shall be completed within days, in accordance with the provisions of the Bid and Specifications and supporting/related documents in by way of reference, namely:
a, SP Ordinance No. 23, 8+ 2020	
b. Certificate of Availability of Funds	attories to
 c. Scope/Program of Work and Detailed Esti- d. Drawing, Plans and Specifications. 	mate
e. Construction Schedule	
f. Request for Expression of Interest	
g. Bidding Documents including all the docu	ments/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 Contr	actor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of	
Rules and Regulations implementing R.A. N.	0_9184
2 in consideration of the payment to be m	ade by the PROVINCE to the CONTRACTOR, the
latter hereby covenants with the PROVINCE to cons	truct and complete the infrastructure works subject of
this Agreement in conformity with the province of the	e Contract;
AND PULLIFOR BIR DURNERS ENGINEER TO	
27/100	(P 2,003,64Z,27), Philippine

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

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 Agreequired performance security of PESOS Tright Markland F. Pueron 6 68/100		Agreement the Contra First Thousand Nic (P. 80	ctor has posted the sery-Tse (5,097,58)	
faithful compliance		with his oblig	as a measure of pations under this A erewith in accordance	

- 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 amperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- It. That the PROVINCE shall have no 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 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 thorous.
- 15 Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipole City JRD-D" ENTERPRISES RUZAL PROVINCIAL GOVERNMENT Entity/P gm/Corporation By: REBECCA A. YNARES Proprietor/Manager/President Clovernor WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY DE 17 01 DIZAL BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Namo/Entity Valid ID Presented Date Place HON REBECCA A VNARES Panaport No. P8239283A August 5, 2028 Manila PORFIRIO MINA TIH NO. 156-472-000 all known to me and to me known to be the same person's who executed the foregoing instrument and present.

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

This matriment, 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

Amphelt Overleying of Various Streets at Victoriaville Subd., Brgy. Sts. Cruz, Antipolo City

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WITNESS MY HAND AND SEAL thind	lay of at Riza) Provincial Capitol
Antipolo City:	Com
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	MCLE Contribution No. VI-0007883
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NOTICE TO PROCEED

19 April, 2021

MS, LAURA L. MARRON
L.L. MARRON CONSTRUCTION AND TRADING
Binangonan, Rizal

Dear Ms Marron

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

L.L. MARRON CONSTRUCTION AND TRADING—that work may proceed on the

Repair/Repainting of Vitares School Bldgs, at Lunsaid Elem. Sch., Regy, Lunsaid, Blnangonan, 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

4 21 2001

LAURA L. MARRON

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.L. MARRON CONSTRUCTION AND TRADIES: . a sole proprietorship/p	rivate corporat	ion, duly
organized and existing under the laws of the Republic of the Philippines, with pri	incipal place of	business
and office address at <u>Binenecount</u> , line1 , and herein Proprietor/President/General Manager, <u>LAURA L. MARKON</u>	represented	by its
citizen, single/married, resident of Binmagonam, Rizal hereinafter CONTRACTOR, WITNESSETH, That,	referred to	as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguriang Panlalawigan Ordinance No. EPSE Ear. 12, 5, 1, 2020 numely:

Receis/Repainting of Ymeres School Buildings at Lunsed Elementary School, Eggy, Limsed, Hinargonen, 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 hold last _15 Hazon 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 Four Million Four Hundred Seventy-Six Thousand One Harriced Six Pegos & 88/100 (P 4,475, 106, 88), Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within One Bundred Twenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Pisus, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. RPSB Res. No. 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 bidden's two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletins
 - Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cresh Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the fatter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Four Handred Seventy-Six Thousand One Handred Six Pesos 6 88/100 (P4,476,106,88). Philippine Currency, in consideration of the construction and only upon completion of the infinatructure 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. One HELLION Three Bundred Forty-Two Thousand Eight Handred Totaty-Two Perce 4 (6/100 (P1,362,332.06)) 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;
- 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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- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
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- 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 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 duly validated with the tax payments made thereon.
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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 3 to resort to other alternative modes of disputes resolution.

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

198 19 DEL	F, the parties have hereunto Apripolo City 17A1	signed this Agreement	thisday of
L.L. MARRON CONSTRUCTION A	AND TRADIFIC RIZA	L PROVINCIAL GOV	EDNIS HIS III
Entity/Firm/Corporation	10.00	2 TAOTINE IAL GOV	EKNMENT
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LAURA L. MARRON		property	Marie de la
Proprietor/Manager/President.		Governor	RES
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	S)		
REPUBLIC OF THE PHILIPPINE ANTIPOLO CETY: (5	S) S.S.		
ANTIPOLO CETY) 5		, personally appeared th	e following
ANTIPOLO CETY) 5	S.S.	, personally appeared th	e following
ANTIPOLO CETY) 5 BEFORE ME, a Notary Po	S.S. blic for and in Antipolo City	Date	Pluce
ANTIPOLO CETY) 5 BEFORE ME, a Notary Po Name/Entity	S.S. blic for and in Antipolo City Valid 1D Presented	Date August 5, 2028	NN.

e parties hereto in each and every page hereof, rofers to the Agreement for

Repair/Repainting of Ymares School Suildings at Lansad Elementary School, Drny, Lamed, Hinengonen, Risel

WITNESS MY HAND AND SEAL this Ontipolo City O Doe NoYO3 Page No Book No Series 20	day of APR 19 2021 on Rivel Productal Capitol, ATTY AMEN MARK L. CONTOS NOTARY PUBLISHED OF RIVAL UNIT DECEMBER 31, 308 Adm. Matter No. 15 200
	PTR NO INCIDENT FORM PARTY NO 69250 HSP Lifetime Mamber No 610632 P co MCLE Compliance No.VI-0007683 Valid until April 14, 2022



NOTICE TO PROCEED

19 April, 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 UBLADAS CONSTRUCTION CORP, that work may proceed on the Constn. of 1-Storey Yeares Multi-Purpose Bldg. at Meralco Village, Brgy. Palangoy, Blnangonan, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

4-21-2-M

LAURO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duty organized and existing under Republic Act No. 7165, with sent of government at the Rizal Provincial Capitol, Circumferential Road comer P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON RESPECCA A YNARES, herein referred to as the PROVINCE, and

its GOVERNOR, HON REBECCA A YNARES, herein referred to as the PROVINCE; and
organized and existing order the laws of the Republic of the Philippines, with principal place of businessed office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No
23, #2 2020
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsible 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 following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties ber bereby agree as follows:
The whole works subject matter of this Agreement shall be completed with the provisions of the I Documents. Approved Plans, Program of Works and Specifications and supporting/related docume which are integrated herewith and incorporated herein by way of reference, namely.
SP Ordinance No b. Certificate of Availability of Finish

c. Scope/Program of Work and Detailed Estimate

d Drawing, Plans and Specifications

c. Construction Schedule

f. Request for Expression of Interest

- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h Bid Security
- i Addenda and Supplemental Bulletins

j. Notice of Award of Contract and the Contractor's Conformity thereto

- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accommon 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 coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

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



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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS (P. 1977). (P. 1977) (

- 6 Contractor undertakes to post a warminty 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-tests 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.

8

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

Without prejudice to administrative 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. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil hability or damages, which may either consist of liquidated damages and remitation 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 bereunto signed thin Agreement this at Astipolo City RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation KIT HELADAS CONSTRUCTION CORPORATION By: By: REBECCA A. YNARES Proprietor/Managor/President Governor & LAURO H. UBIADAS WITNESSES LOLITA B NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 188 REFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON REDECCA A YNARES Panaport No. P823928) A August 5, 2028 Monito nil tictorics for restratings see known to be the partic october to be foregoing immunicat and present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

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

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

Consernation of L-storey Yeares Multi-Auryors Hullding at Immeleo Villago, way. Priorgoy, Sinergoneo, Rizel

day of APR 19 LEATT REND PORTER SUMMINTOS WITNESS MY HAND AND SEAL this Antipélo City. Dec No.

Fage No. Book No. Series JO 7

NOTARY PURILC for Angono, Elizandonan & Ca all in the PROVINCE OF STRAL Until December 31 HATTARY PURBET Matter No., PTRING LOOM REM

Roll of Altoropys No. 6923 CP Lifetime Member No 018639 / Cal MCLE Compliance No.VI-0057883 Valid until April 14 2022



NOTICE TO PROCEED

19 April, 2021

MR. DANILO C. MAGNO
TRANCOM ENGINEERING CONSTRUCTION
Tayloy, 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 Constr. of 2-Storey Tranex Multi-Purpose Bldg, at Vocalan Compound, Brgs. Pag-Asa, Binanganan, 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 Hidder

1 21 2021

03/15/2021#-05

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 in	md
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit	tol.
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act	
its GOVERNOR, HON, REBECCA A, YNARES, herein referred to as the PROVINCE; and	- 25

TRANSON ENGINEERING CONSTRUCTION	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of	I the Philippines, with principal place of business
and office address at Toytov, Rianl	, and herein represented by its
Proprietor/President/General Manager, EAUTED !	
citizen, single/married, resident of Tuytey, P. CONTRACTOR, WITNESSETH, That.	tend , bereinafter referred to as the

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

Construction of 2-storey Yeares Melti-Purpose Emilding at Vecelan Compound, Ergy. Pag-Ass, Singuposes, Sissi

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 Bild in a public bidding heid last 15 Herch 2021. It has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the Mollowing standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of These MILLION Seven Transcent Pifty-Hime Thousand One Paintined Ringly-Elight Pages 6 35/100 (P. 3, 7%, 198, 55.), 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 One Penderd Twicty-Six (135) calendar days, in accordance with the provisions of the Bid Documents, Approved Pians, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 23, 5, 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Fatimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS These MILITOR Seven Rendered Pifty-Hine Thousand One Rendered Minety-Eight Page 6 55/100 (P. 2,759,198,55). 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;

H

- The CONTRACTOR warrants that he has not given nor premised 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 HIII on One Hundred Twenty-Seven Thousand Seven Hundred Fifty-Stime Peros 6 50/100 (P 1,127,759.36)

 Philippine Currency, in the form of Performence 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;
- 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 Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, intrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring limity may 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 welface 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 parry, 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 puy 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 eleganace 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 sobmitted to arbitrature 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 nutual agreement of the parties hereto to agree in writing 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 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 WHERE	Of the parties have hereunto sig	and this Agreement of	his day of
APR 1.9 2021	m Notesto City IZA	The state of the s	day of
	en la senio de la companio del companio del companio de la companio del companio de la companio del companio de la companio del companio de la companio del companio del companio del companio del companio de la companio del compa		
TRANCOH ENGINEERING CONS	MICAL I	ROVINCIAL GOVE	RNMILNT
Entity/Firm/Corporation	i.		WOLLDAY TO V
By De	By:	Ó	
Proprietor/Manager/President		REBECCA A. VNAI	RES
r roprissar vinnager i resident		Governor	
les-	WITNESSES		2
LOLITAN DE CUZ	MAN_ M	A. VICTOREAN, T.	EJADA
1	NOTARIAL ACKNOWLEDGE	MENT	
	S.S		
	hiblic for and in Antipolo City, po	rsonally appeared the	following
Name/Entity	Valid ID Presented	Diste	Place
ION REBECCA A. YNARES	Pasaport No. P8239281A	August 5, 2028	Manda
WHILD HAGNO	TTN NO. 130-861-254	##2###################################	
ill known to me and to me know acknowledgment that the same is to resent.	we to be the same person's who held free voluntary act and deed as	executed the foregoir well as the entity that	ig instrument and they respectively
This instrument, consisting	g of three (3) pages including this parties bereto in each and every pag	page wherein this a	cknowledgment is
Construction of 2-storsy ICSY- Pag-Ass, Binengones	Inorge Milti-Revenue But	iding at Vocalan	Compound,
WITNESS MY HAND AN	D SHAL thisday of	99 1 9 2071 at Rivel	Provincial Capitol,
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Book No. Series 20 dl NOTICE OF RIZAL

Adm Majler No. 19-20/

PTR NOT 163874/Rizal

Roll of Alignerys. No. 50250 IDP Lifetime Mamber No. 016632 /m., MCLE Compilance No. VI-0007883 Valid unit April 14, 2022



NOTICE TO PROCEED

19 April, 2021

MR. DANH.O 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 of Ynares Multi-Purpose Building, Julajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor.

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder.

4-21-2-4

- MAGNO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMEN1 made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized a existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Capit Circumferential Road corner P. Oliveros St., Brity, San Roque, Antipolo City, represented in this act its GOVERNOR, HON, RESECCA A. YNARES, berein referred to as the PROVINCE; and	ół.
TEACON ENGINEERING CONSTRUCTION a sole proprietorship/private corporation, di	ĺν
organized and existing under the laws of the Republic of the Philippines, with principal place of busine	its no
WHEREAS, the PROVINCE declares that certain infrastructure works abould be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 23 p. # 2020 namely:	in
Construction of Youres Pulti-Purpose Building, Jelejels, Bizel	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsibility of the public bidding held last 15 Nepoh 2021. This accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with a following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of Three Hillion Blane Bundled Bandley-Four Thousand On Impelied Townty-Mane Peace 6 91/100 (P 3,994, 129, 91.), Philippine Currency NOW, THEREFORE, for and in consideration of the foregoing promises, the parties here	ve ke he in
The whole works subject matter of this Agreement shall be completed with Cent bundred Pifty-Six (136) calendar days, in accordance with the provisions of the E Documents. Approved Pinns, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated became by way of reference, namely:	id
a SP Ordinance No. 23, e. 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/aratements contained in the winning bidder/s two (2) bidding envolopes	
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 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, t	he
latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject	
this Agreement in conformity with the province of the Contract;	entid
3. The PROVINCE bereby coverages to pay the CONTRACTOR the amount of PESC Three Hillian Nine Bundred Risety-Four Thousand One Sundred Tempty-Scine Femos & 91/100 (P 3,994,129.91), Philippi	ŝ.
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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 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 MILITON One Bundled Minety-Eight Thousand

 Two isometed Totally-Eight Pesos 4 97/200 (P 1,198,238.97)

 Philippine Currency, in the form of Performance light 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,

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"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, intrastructure 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 consultaive amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reacind 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 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 tox payments made thereon.
- 15. Any end 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

166

96

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/mimicipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. THANCON ENGINEERING CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: REBECCA A. YNARES Propriete/Manager/Provident Ciovernor &-WITNESSES MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, persunally appeared the following Name/Entity Valid ID Presented Dute Place HON REHECCA A. YNARES Passport No. P8239281A August 5, 2028 Manula DARTED HAGHO Tin NO. 130-861-259 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 act and deed as well as the entity that they respectively

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

Construction of Ymeres (Williampore Building, Jainjeis, Pissi

Antipolo City Antipolo City Exc. No. 104 Page No. 22 Book No. 32 Series 20 34	day of APR 13 2021 at Rivet-Promopher Capitol, ACTY AMOUNTAIN FOR CANTO MOTARY POOL IC. for Angelone Stranggrant & Canton NOTARY PROMITE OF RIVAL Adm. Meter No. 19 200 PER No. 19 200 P



NOTICE TO PROCEED

19 April, 2021

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to
L. EUSEBIO ACE DEVELOPMENT CORP, that work may proceed on the
Construction of Stone Masoney for Side Protection at Dalaga
Creek (Boundary of Purok 2 & 3), Brgy. Bayugo, Jalajala, Rizal
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Aureement 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.

9-21-2011

JUAN PAGLO MIGUEL E. MANLAPIT

03/15/2021# 07

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

L. EDSERIO ACE DEVELOPMENT CORPORATION , a sole proprietorship/private corporation, daily organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Peels City and herein represented by its Proprietor/President/General Manager, JUAN PAULO HIGHEL E. MANLAPET of legal age, Filipino citizen, single/married, resident of Peels City bereinsiter referred to as the CONTRACTOR. WITNESSETH, That,

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

Construction of Stone Hesonry for Side Protection at Dalega Creek (Boundary of Purok 2 & 3), Brgy. Bayugo, Jalajala, Risal

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

- 1. The whole works subject matter of this Agreement shall be completed within One Bundred Trenty (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 between 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
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes.
 - h. Bid Security
 - . 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 Eight Million Two Mundred Sixty-One Thousand One Hundred Seventy-Mine Peros 6 48/100 (P 5,251,179.48), 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;

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 accounty of PESOS. Two MILLion Four Burdered Seventy-Eight Toousened. Three Hundred Pifty-Three Pesos & 84/100. (P 2,478,353,84...)
 Philippine Currency, in the form of Performance Bond. as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated between 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 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 wolfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the afcurmentioned 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 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 subtrators 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

pt.

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

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

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

SS WHEREOF, the parties have hereunto signed this Agreement this ANTENSO PIZA EUSERIO ACE DEVELOPMENT CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By Bv: JUAN PAULO HIGUEZ E. MANIAPIT REBECCA A YNARES Proprietor/Manager/President Governor WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES! MANAGEO CIEX 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. P\$739281A August 5, 2038 Manila JUAN PAULO MICUEL E. MANLAPIT TIN NO. 000-159-917 all known to me and to me known to be the same person/s who executed the foregoing instrument and present.

acknowledgment that the same is their free voluntary act and dead 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 tigged by the parties haroto in each and every juge hereof, refers to the Agreement for

Construction of Stone Mesonry for Side Protection at Delaga Creek (Boundary of Purok 2 & 3), firgy. Bayugo, Jalajala, Rizel

day of APR 19 2011 ATTY NOTARY PUBLIC for Angono, Britangonian & Cardonial In the PROVINCE OF RIZAL NOTARY IN PROSTRIBLE 11 AND AUTH Matter No. Matter PTR NO. Matter No. 816632 /F 20 MCLE Compliance No. VI-0007883 Valid until April 14, 2022



NOTICE TO PROCEED

19 April, 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. Villegas St., Brgs. San Jose, Morong, Bizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. VNARES

acknowledge receipt of this Notice on:

Authorized Signature; Name of the Representative of the Bidder.

JUAN PAOLO MIGUEL E. MANLAPIT

4:31.20)

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 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. EUSEBIO ACE DEVELOPMENT CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Perig City, and herein represented by its Proprietor/President/General Manager, ALME PAULO MIGUEL E. MAGIAPIT of legal age, Filipino citizen, single/married, resident of Perig City, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangauniang Panlalawigan Ordinance No. 23, 2, 2020 namely

Asphalt Overlaying/Concrete Reblocking (portion) of J. Villeges St., Drgy. Sen Jose, Norong, Rivel

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 15 Neech 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 Four Million One familized Seventy-Seven Thousand Mine Hundred Pive Pages 5 57/100 (P 4,177,905.67), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Saxty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting related documents which are integrated berewith and incorporated herein by way of reference, namely.
 - n. SP Ordinance No. 23, n. 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 usued in accordance to the Rulps and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

Four Million	PROVINCE hereby coverages to one hundred Seventy-Seven	now the CONTR.	ACTOR the	amount of	PESOS
077200		/D	WETTERSON	W. C. C.	Service Service

Currency, in consideration of the construction and only upon completion of the infinitructure 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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- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hillion Two Hundred Fifty-Three Thousand Three Hundred Seventy-One Peros & 70/100 (F 1, 253, 371.70 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 Roles and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on fiquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the 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."

- 2. 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: artistrators under Republic Act No. 876, also known as the "Arbitration Law" Provided Serwever, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

Jurisdiction over civil case the appropriate court of the city/ne works is/are located.	es or mit out of the implement nuncipality of the Province of I	tion of this Agreemen Geal where the infrast	t, shall belong t ructure project o
	, the parties have hereunto sign Antipolo City,	sed this Agreement this	day o
EDSERIO ACE DEVELOPMENT COR	PORATION RIZAL	PROVINCIAL GOVE	RNMENT
By: JUAN PAULD HIGUEL E. MA	By:	REBECCA A YNAIR	91
Proprietor/Manager/President	2000 Sed See S. S.	Covernor 9	I
LOLITA B DE GUZNIAN	WITNESSES	MA. VICTORIA B. T	EJADA
1	NOTARIAL ACKNOWLEDGN	ENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLOGICAL LAL	100	T 61.	
	thlic for and in Angono City, po	countly appeared the	following
Name/Finency	Valid ID Presented	Date	Place
HON RESECCA A. YNARES	Passport No. Ph239281A	August 5, 2028	Manta
JUAN PAULO MIGURI. E. HANTAI	PIT THE NO. 000-159-917	×	-
all known to me and to me knows acknowledgment that the same is the present.	to be the same person's who or free voluntary act and deed as	executed the foregoing well as the entity that	g instrument on they respectively
This instrument, consisting written and has been signed by the pa	of three (3) pages including this	page wherein this ac	knowledgment i

WITNESS MY HAND AND SEAL this	day of	ATTY AND MARKET SANTOS of Anguna, Dinangaran & Cardona
Doc No. 4[3 Page No. 84 Book No. 2 Screen 20.31		Adm. Matter No. 19-20. HOLD OF REAL PROPERTY NO. 19-20. HOLD OF All COMPANY NO. 19-20. Roll of All Company No. 19-20.
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MCLE Commance No. Victo0788; Valid until April 14, 2022



NOTICE TO PROCEED

19 April, 2021

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the

Repair/Repainting of Yuares School Building at Lagundi CCL National High School, 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

acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

SIDNEY, B. SORIANO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duty organize existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this its GOVERNOR, HON REBECCA A. YNARES, herein referred to as the PROVINCE, and	Capitol, act by
S. 8. SORIAND CONSTRUCTION , a sole proprietorship/private corporation	duly
organized and existing under the laws of the Republic of the Philippines, with principal place of b and office address at https://www.kimil.no.nd/ with principal place of b and office address at https://www.kimil.no.nd/ and berein represented to Proprietor/President/ General Manager, https://www.kimil.no.nd/ and berein represented to citizen, ungle/married, resident of https://www.kimil.no.nd/ and berein represented to citizen, ungle/married, resident of https://www.kimil.no.nd/ , hereinafter referred to CONTRACTOR WITNESSETH, That,	usiness by its Filipino
WHEREAS, the PROVINCE declares that certain infrastructure works should be construent of the Sangguniang Panlalawigan Ordinance No. RPSF, Nov. 6, #2, 2020 named	cted in
Recein/Receinting of Ynames School Building at Laguardi CCL National City School, Norong, Missi	56
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical complete undertake the above said infrastructure works, has been declared as the Lowest Calculated Resp. Bid in a public hidding held last10_Perch_2021	dertake oth the alion in
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:	A London Service
The whole works subject matter of this Agreement shall be completed finery (90) calendar days; in accordance with the provisions of the complete of the	ine Hid
Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:	aments
a SP Ordinance No RPSB Res. No. 6, m. 2020 b Certificate of Availability of Funds	
c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications	
c Construction Schedole	
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	
Addenda and Supplemental Bulletins	
j. Notice of Award of Contract and the Contractor's Conformity thereto	
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184	
2 In consideration of the payment to be made by the PROVINCE to the CONTRACTO latter hereby coverants with the PROVINCE to construct and complete the infrastructure works sub-	R, the
The state of the s	2002 01

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

Dos Hillion Might Bundred Teenty-Three Thousand Three Handred Sixty-Four Peros 5 74/100 (P_1,923,354,74), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the

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

this Agreement in conformity with the province of the Contract;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Pive Hundled Forty-Seven Thousand Nine Perce 9 42/100 (P 547,009.42)

Philippine Currency, in the form of Preference 2002 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 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 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 infomitted 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

80

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9188, 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.

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

IN WITNESS WHEREOF, the parties have hereinto signed thin Agreement this day of APR 1 9 2021 at Antipolo City ANGONO, RIZAL S.B. SCRIANG CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firma Corporation By: AUSTY SURFAMO REBECCA A. YNARES Proprietor/Manager/President Governors WITNESSES MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANCHORES CEL BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Disto Place HON REBUCCA A. YNARES Passport No. P8239281A Angust 5, 2028. Manaba SIDNEY SORIAND TIN NO. 233-587-269 all known to me and to me known to be the same person's who executed the foregoing instrument and

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 these (3) pages including this page wherein this acknowledgment in written and has been signed by the puries hereto in each and every page hereof, refers to the Agreement for

Repair/Sepainting of Ymeres School Building at Legundi CCL National Wigh School, Morong, Sizel

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W N STATE	for Angona, Binangorian & Carrtona
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OP Lifetime Member No. 016637 PT 224

MIGLE Compliance No. VI-0007583

Valid unit right 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 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 bereby given to L. EUNEBIO ACE DEVELOPMENT CORP. that work may proceed on the Improvement of Sun Lorenzo Road, Brgs. Hulo, 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

acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder.

JUAN PAOLO MIGUEL E. MANLAPIT

CONSTRUCTION AGREEMENT (1)

KNOW ALL MEN BY THESE PRESENTS:

existing under Republic Act No. 7160, with	OF REAL, a local government unit, duly organized seat of government at the Rizal Provincial Cap gy. San Roque, Antipolo City, represented in this ac Efficierein referred to as the PROVINCE; and
organized and existing under the laws of the Real and office address at proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	a sole proprietorship/private corporation, bublic of the Philippines, with principal place of business of the Philippines, with principal place of business City and bereinafter referred by the principal section of legal age, Fib.
WHEREAS, the PROVINCE declares pursuant of the Saventing Periodicing Ordinary	hat certain infrastructure Works should be constructed annex No. Holo, Pilitle, Risel namely:
to undertake the above said infrastructure work Bid in a public bidding held last	has the financial and, technical competer of the Lowest Calculated Responsable of the
100 PORT OF THE PROPERTY OF TH	(P), Philippine Curre
2 20	The Secretary of the Se
hereby agree as follows:	sideration of the foregoing premises, the parties h
hereby agree as follows: 1. The Whole works subject man	ter of this Agreement shall be completed wanted days, in accordance with the provisions of the
1. The Whole works subject man cale to comments, Approved Plans, Program of We which are integrated herewith and incorporated a. SP Ordinance No.	ter of this Agreement shall be completed wanted days, in accordance with the provisions of the
1. The Whole works subject man cale pocuments, Approved Pinns, Program of We which are integrated herewith and incorporated a. SP Ordinance No. b. Certificate of Availability of Funds	ter of this Agreement shall be completed winder days, in accordance with the provisions of the rks and Specifications and supporting/related documents by way of reference, namely:
1. The Whole works subject man calc. Documents, Approved Plans, Program of Wo which are integrated herewith and accomposated a. SP Ordinance No. b. Certificate of Availability of Funds c. ScoperProgram of Work and Detailed d. Drawing, Plans and Specifications	ter of this Agreement shall be completed winder days, in accordance with the provisions of the rks and Specifications and supporting/related documents by way of reference, namely:
1. The Whole works subject man calc calc calc calc calc calc calc ca	ter of this Agreement shall be completed winder days, in accordance with the provisions of the rks and Specifications and supporting/related documents by way of reference, namely:
1. The Whole works subject man calc calc calc calc calc calc calc ca	ter of this Agreement shall be completed winder days, in accordance with the provisions of the rks and Specifications and supporting/related documents by way of reference, namely: I Estimate Contractor's Conformitythereto care of Cash Deposit issued in accordance to the
1. The whole works subject man calc calc calc calc calc calc calc ca	ter of this Agreement shall be completed water days, in accordance with the provisions of the rks and Specifications and supporting/related documents by way of reference, namely: I Estimate Contractor's Conformitythereto care of Cash Deposit issued in accordance to the A. No. 9184 be made by the PROVINCE to the CONTRACTOR construct and complete the infrastructure works subject to the CONTRACTOR construct and complete the infrastructure works subject to the CONTRACTOR construct and complete the infrastructure works subject to the CONTRACTOR construct and complete the infrastructure works subject to the CONTRACTOR construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construction of
1. The whole works subject man calc pocuments, Approved Pinns, Program of Wo which are integrated herewith and incorporated a. SP Ordinance No. b. Certificate of Availability of Funds c. ScoperProgram of Work and Detailed d. Drawing, Pians and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the k. Credit Line Certificate/NFCC/Certif Rules and Regulations implementing R. 2. In consideration of the payment to latter hereby covenants with the PROVINCE in this Agreement in conformity with the province	ter of this Agreement shall be completed water days, in accordance with the provisions of the rks and Specifications and supporting/related documents by way of reference, namely: I Estimate Contractor's Conformitythereto care of Cash Deposit issued in accordance to the A. No. 9184 be made by the PROVINCE to the CONTRACTOR construct and complete the infrastructure works subject to the CONTRACTOR construct and complete the infrastructure works subject to the CONTRACTOR construct and complete the infrastructure works subject to the CONTRACTOR construct and complete the infrastructure works subject to the CONTRACTOR construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construct and complete the infrastructure works subject to the construction of

- 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 scenre this Contract.
- 5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Six Hundred Eleven Thousand Four Bundred.

 5ixty-One Peros 6 4i/100 (P 1,611,461.41)

 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
- 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;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his same 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 reacted 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, bours 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:
- PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its meome and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to orbitrators 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 renolved shall be



Documents:



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 provinces of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of bigoidated 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.

at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT L. BUSKBIO ACE-BENELOPHENT COMPORATION Entity/Firm#Corporation Byo REHECCA A. YNARES JUAN PAULO WIGGEL E. MANLAPIT Governma Proprietor/Manager/President WITNESSES GRIA B. TEIADA LOLITA B NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) BEFORE ME, a Notary Public for and apartipolo City, personally appeared the following ANTIPOLO STOY, KILL Dante Place Valid ID Presented Name/Entity Passport No. PW239281A Assert 5, 2028. Manufa HON REBECCA A YNARES JUAN PAULO MIGHEL E. MANGAPIT TIN NO. 000-159-917 all known to me and to use 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 school/ledgment is

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for Angorio

NOTARY PUBLIC

all in the Ricest Promincial Copyrid.

PTR N. PERPE N. STT

Roll of Attorning No. 38280 IBP Mariner Wantoor No. 0166.12 (Ruza)

MCLE Compliance No. VI-D007803

Valid until April 14, 2022

Adm. Motter No. 19-400

SANTOS

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

Improvement of Sen Lorenzo Hond, Bray. Hulo, Pilille, Risal

WITNESS MY HAND AND SEAL HAVE IS THE

Antipolo COSONO, RELZAL

Doc No.

Fage No. Book Ma

Secreto 20 2



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 2021

MR. DARRYL JEL L. ROBLES DJL ROBLES BUILDERS Morong, Rizal

Dear Mr. Robles:

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

Concreting of Road at Sitio Ligua, Brgy. Hulo, Pilitla, 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

l acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

4-21-241

DARRYL JEL L. ROBLES

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

service a company arrange and to and

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
to 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 understant three proprietors, friend, and herein represented by its Proprietors/President/General Manager, Largett JEL L. ROWES, of legal age, Filipine citizen, single/married, resident of Portung, Right, 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 #4 2020 namely:
Construction of Bond at Sitto Ligur, Sepy. Sulo, Stilling Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 25 Ferrob 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 the N111cm 21 phys-21x thousand one Handred Minery-
150 Peror & 75/100 (P 1,050,194.75), 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 hereby
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. 2020
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications
e. Construction Schedule
C. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
h. Bid Security
i Addenda and Supplemental Bulletins
J. Notice of Award of Contract and the Contractor's Conforming theorete.
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hillion Eighty-Six Thousand One Handred Minety-Two Peros & 78/100

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;

(P.1,096,192,78), Philippine

B.

- 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 Depos third and Twenty-Pive Thousand Edgle Handee Pitty-Seven Pages 8 83/100 (p.325, 957, 93)

Philippine Currency, in the form of Preconnence cond——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;

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 postion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring limity may 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 compression 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 duringes 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 Sureau 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 rax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be culmitted to arbitrators under Republic Act No. 87b, 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 [] Agroement, without prejudice, however to any mutual agreement of the parties bereto to agree in writing to tesort 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 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/municipatity 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 ____ aparotogio Sity ZAL APR 1 9 2021 UL POPLES BUILDING RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: JEL L. ROBLES REBECCA A. YNARES Proprietor/Manager/President Governor's WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028. Manila DARRYL JEL L. ROBLES TIN NO. 275-917-817 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 porties hereto in each and every page hereof, refers to the Agreement for.

Concreting of Road at Sitio Ligua, Brgy. Hulo, Filille, Risel

Antipolo Doc No. Page No. Book No. Series 20	247 21	day of APR 19 2011 at Rical Provincial Cupitol. ATTV CURTA PARE L. CANTO NOTARY TURN IC CARDON NOTARY TURN IC OF RICAL Until Dacarriber 37 34 Adm. Metier No. 1640
		PTR NO Was 'Real

IDP Lifetime Member No. 01663277 zai MCLE Commission Fin VI-0007885 Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 2021

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Construction of Stone Masonry for Slope Protection (portion) of Creek at Sitio Matagbak, Brgs. Bagumbayan, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

f acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

JUAN PAOLO MIGUEL E, MANLAPIT

CONSTRUCTION AGREEMENT 12

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7165, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON REBECCA A. YNARES, licroin referred to as the PROVINCE, and

L. ERSEBIO ACE DEVELOPHENT 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 Parig City, and herein represented by its Proprietor/President/ General Manager, JUAN PAULO HIGUEL E. MANLAPIT, of legal age, Filipino entizen, single/married, resident of Parig City, hereinafter referred to as the CONTRACTOR WITNESSETTI, 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 Stone Memonry for Slope Protection (portion) of Creek et Sitio Mategook, Brgy. Begunbayan, Pilille, Rixel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared at the Lowest Calculated Responsive Bid in a public bidding held last __15 /mech_ 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 Four Hillion One Hundred Seventy-Seven Thousand One Bandred Fifteen Peror 6 84/100 _______ (p. 4,177,115,84 ______), Philippine Currency

NOW, THEREFORE, for and m 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 Rinnty-Two (92) 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
 - 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 Conformity thereto
 - k: Credit Line Certificate/NFCC/Certificate of Cash Deposit usued 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 inbject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Hillion One Hundred Seventy-Seven Thousand One Hundred Fifteen Peros 6 86/100 (P 4,177,115.84), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.





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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Con Hillion Two Hundred Pifty-Three Thousand One Europead Thirty-Four Pesos 6-73/100 (P1,253,134.75)

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. 7169, 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 contract 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 the 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;
- fit CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 12 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 sauctions 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. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either counst of liquidated throages and restitution for the damages done of the forfeiture in favor of the government of any insvarianted benefit derived from the act or acts in question or both at the discrition 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 489 19 2021 day of at Antipolo City

RIZAL PROVINCIAL GOVERNMENT

Governora

Entity/Ferm/Corporation

BUSERIO ACE MEVELOPHINE CORPORATION

fiv:

REBECCA A YNARES

Proprietor/Manager/President JUAN PAULO MIGUEL E. MANLAPIT

WITNESSES

LOLITA B. DE

ORIA IL TEIADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC QUARTE PHILIPPINES)

18.8.

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Pamport No. PSZ39281A

August 5, 2026

Manife

JUAN PARTO PROTECTO PROPERTY TO SENSE AND PROPERTY OF THE COUNTY OF THE PARTY OF TH

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

Construction of Stone Mesonry for Slope Protection (portion) of Comment sty Sitio Matagbak, Brgy. Bagumbayan, Pililla, Rizal

WITNESS MY HAND AND SEAL INAPR 19 TH

Antipolo City.

Dec No. Pane No. Hook No. Series 20 2 day of NGUNUATE AND TABLE SANTOS IN TOKAT Provident (Capital Standard & Cardana all in the PROVINCE OF RIZAL

Unill December 31.2421 Adm Matter to (9-006

IBP Lifetime Mompor No. 010032 /Rigar MCLE Compliance No. VI-0007881 Valid until April 14, 2022



NOTICE TO PROCEED

19 April, 2021

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

Dear Mr. Maniapit

The attached Contract Agreement having been approved, notice is berehy given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Rehabilitation of Matagbak Feeder Road, Sitlo Paliparan, Brgy. Bagumbayan, Pililla, 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:

Authorized Signature:

Name of the Representative of the Bidder

JUAN PAGLO MIGUEL E. MANLAPIT

CONSTRUCTION AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7166, with sent of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveron St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON REBECCA A. YNARES, berein referred to as the PROVINCE; and

L. FIISEBIO ACE DEVELOPMENT CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Perig City and herein represented by its Proprietor/President/ General Manager, JUAN PAULO MIGHEL E. HANLAPIT of legal age, Filipino citizen, single/married, resident of Perig City hereinafter referred to as the CONTRACTOR WITNESSETH, That,

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

Robebilitation of Matagbak Feeder Road, Sitio Paliparan, Brgy. Begumbayan, Pililla, 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 15 Hereb 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 Four Nillion Four Handred Seventy-Four Tocussind Six Hundred Seventy-Pour Tocussind Six (P 4,474,617,29). 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-Two (42) 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 berievith and incorporated berein 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
 - 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. Addenda and Supplemental Bulletins
 - i. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PISOS Four Hillion Four Hundred Seventy-Four Thousand Six Hundred Seventeen Pasos 5 29/100 (P. 4,474,617,29). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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.

986 8/

- 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 Three Hundred Forty-Two Thousand Three Hundred Eighty-Five Peses 5 18/100 (P 1,342,385.18 —)
 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.
- 7 For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
- 8 The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

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

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





referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing [3] to resort to other alternative modes of disputes resolution:

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture 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 hereunto stored this Agreement this 19 1921 any of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation EUSEBIO, ACE DEVELOPMENT CORPORATION By Propriet@ManagerfPresident HIAN PAULO FRIGUEL E. HAVEAPIT WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) BEFORE ME, a Notary Public for and or Whitipolo City, personally appeared the following Place Valid ID Presented Date Name/Eintity: Manida Passport No. P8239281A August 5, 2021 HON REBECCA A. VNARES JUMES BOARD CONDUCTED BY CONTRACTED BUTTO BUTTO HOW CONDUCTED SET OF COCCURED 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 augued by the parties heroto in each and every page hereof, refers to the Agreement for

Rebebilication of Hetegbok Feeder Road, Sitio Pali Pilille, Risal WHINESS MY HAND AND SEAL ARE 19 1021 day of	peren, Brgy. Begumbeyen,
Amipolo Cayino, R176	NOTARY PUBLIC for Anguna, Binanganan & Cardona
Page No SN Book Ho 2 Series 20 24	HI In the PROVINCE OF RIZAL Until December 31, 202) NOTAR ADMINISTRATIVE NO. (32.000 PTR (40.3) 35 8 (34.00 state Roll of Attorneys No. 69250
	MCLE Compliance No. 010032 /Riza MCLE Compliance No. 01007883 Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 2021

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

Dear Mr. Manlanit

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Asphalt Overlaying and Concreting (portion) of Sitio Camale Feeder Road, Brgy. Quisao, Pillila, 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

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03/15/2021//14

MIGUEL E. MANLAPIT

CONSTRUCTION AGREEMENT 10

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L. EUSEBIO ACE DEVELOPMENT CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Partig City and berein represented by its Proprietor/President/ General Manager, JUAN PAULO ETGUEL E. MANIAPIT of legal age, Filipino entiren, single/married, resident of Partig City , bereinafter referred to as the CONTRACTOR WITNESSETH, That,

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

Appresit Overlaying and Concreting (portion) of Sitio Camele Feeder Road, Brgy. Quiseo, Filille, Rizel

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

I The whole works subject matter of this Agreement shall be completed within Etabty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:



- a. 5P 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
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Sccurity
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 Four Bundred Twenty-Two Thousand One immixed Thirty-Six Pesos & 52/100 (P 2,422,136,52). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.



5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Trenty-Six Thousand Six hundred Forty Peace 6 95/100 (P 725, 640, 95.)

Philippine Currency, in the form of <u>Performence Pend</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 Hukling Documents;

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

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 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 dispotes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided lowever. 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. U 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 ngreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR hable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the furfeiture in favor of the government of any intwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation EDSESTO ACE DEVELOPMENT CORPORATION By By: REHECCA A. YNARES Proprietor/Manager/President Governous JUAN PAULO MIGUEL, E. HAVEAPIT WITNESSES REAB TEIADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO, CITY, I ZAL SS KIZAL BEFORE ME, a Notary Public for and in Approble City personally appeared the foliowing Name/Entity Valid ID Presented Date Macc. FION REBECCA A YMARES Passport No. PR239281A August 5, 2028 Manuals nath kpanny owner and so management to be the assessment of and deed as well as the entity that they respectively prenent:

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

Amphalt Overlaying and Commreting (portion) of sitio Camala Feeder Nord, Brgy. Quisso, Pililis, Risal

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Doc No. Page No. Drook Min Norm 20 41

Martin Comment Calling OS for Angano. Sinewapnen & Cardona COVINCE OF RITAL as in the Po den Danmber 31 402)

HOTEN HANDSSEPHICAL Roll of Alternays No. 00250 MCLE Compliance No.Vi.dog/88 Valid until April 14 2022



OFFICE OF THE GOVERNOR. NOTICE TO PROCEED

19 April, 2021.

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

Dear Mr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES that work may proceed on the: Asphali Overlaying of Angel Paz St., Brgs. Bagumbayan, Pililla, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Astreement 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

03/15/2021# 15

CONSTRUCTION AGREEMENT /

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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Circumferential Road corner P. Olivere its GOVERNOR, HON REBECCA A	MENT OF RIZAL, a local government unit, duly organized and 66, with seat of government at the Rizal Provincial Capitol as St., Brgy. San Roque, Antipolo City, represented in this act by YNARES, become referred to as the PROVINCE, and
JRO-DE ENTERPRISES	, a sole proprietorship/private corporation, duly
organized and existing under the laws of and office address at Terrey Proprietor/President/ General Manager, citizen, single/married, resident of CONTRACTOR WITNESSETH, That	of the Republic of the Philippines, with principal place of business # Higgs and herein represented by it ###################################
WHEREAS, the PROVINCE of pursuant of the Sangganiang Panlalawig	lectures that certain infrastructure works should be constructed in gan Ordinance No. 23, 4, 2300 namely:
Asphelt Overlaying of Ange	l Das St., Stgy. Regumbeyen, Pilille, Risel
Bid in a public bidding held last 15 h the construction and consiletion of the	OR, warranting that it has the financial and, technical competence re works, has been declared as the Lowest Calculated Responsive arch 2021 has accepted and binds itself to undertake above said infrastructure works strictly in accordance with the focuments, approved plans, program of works and specification in M1111an Seven families (P1,712,417-54). Philippine Currency
Number Peros 5 54/1	DO (P 1, 712, 117, 54), Philippine Currency
The whole works subjective Thirty-Two (32	in consideration of the foregoing premises, the parties berete et matter of this Agreement shall be completed within) calendar days, in accordance with the provisions of the Bid of Works and Specifications and supporting/related documents
which are integrated herewith and incorp	porated herein by way of reference, namely
a. SP Ordinance No. 23, #- 2	920
b. Certificate of Availability of	
 Scope/Program of Work and I 	Detailed Estimate
d Drawmg, Plans and Specifica	tions
c Construction Schedule	=9
 Request for Expression of Integ. Bidding Documents including 	all the documents/statements contained in the winners
bidder/s two (2) bidding enve	lopes
h. Bid Security	070
Addenda and Supplemental Bu Notice of Association	illetins
k Credit Line Certificate Alecco	nd the Contractor's Conformity thereto
Rules and Regulations implemen	Certificate of Cash Deposit issued in accordance to the sting R.A. No. 9184
tutter hereby coverants with the PROVE	ent to be made by the PROVINCE to the CONTRACTOR, the NCE to construct and complete the infrastructure works subject of
this Agreement in conformity with the re	

3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Billion Seven Hundred Twelve Thousand Eight Hundred Hineteen Pesos 6-54/100 (P.1,712,819,56), Philippine

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

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract,
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Handron Tolerton Thousand Fight Handron (P. 513, 845. 85)

Philippine Currency, in the form of POCLOCLIBRIGE 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;

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches (in 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 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 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 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 not 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 i 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/indertaking 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 uncurrented benefit derived from the act or acts in question or both at the discretion of the Courty.

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

IN WITNESS WHEREOF, the parties have becomes signed this Agreement this MPR 19 TEN at Antipolo City.

MINISTS. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. VNARES Propretor/Mariager/President Governor 4 WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY, PJ ZAL 185

ANG

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

Name/Entity

Valid ID Presented

Date

Place:

HON REDECCA A YNARES

Passport No. PE219281A

Aumer 5, 2028.

Mamila

ROPETO BEHA

TIN NO. 154-422-889

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

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

Airpelt Ovoclaying of Angel Pas St., Degy. Deguscayen, Pililie, Misel

APR 19 2021 WITNESS MY HAND AND SEAL this _____ day of Antipolo Ciliano, P. 12

Dist No. Proper No. Book Mil Series 29 34 for Anguno, Biaznaganan &

Uniti Ozzamber

HOTOR PRINCE OF THE PARTIES Roll of All years you had SP Lifetime Member No. 016532 (Ruse MICLE Compliance No.VI-0007600

Visid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 2021.

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

Dear Mr. Ubjadas:

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

KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the

Repair/Repainting of Youres Sch. Bldgs. at Halayhayin Elem. School, Brgy Halayhayin, Pillla. 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

l acknowledge receipt of this Notice on:

4:21:200

Authorized Signature

Name of the Representative of the Bidder

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT (

KNOW ALL MEN BY THESE PRESENTS:

CONTRACTOR, WITNESSETH, That,

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNME existing under Republic Act No. 7160.	ENT OF RIZAL, a local government unit, duly organized and with seat of government at the Rizal Provincial Capitol.
Circumferential Road corner P. Oliveros S.	L. Brgy, San Roque, Antipolo City, represented in this act by NARES, herein referred to as the PROVINCE, and
Mit Utdedom Construction Corpora	ution a sole proprietorship/private corporation, duly
and office address at Manager	e Republic of the Philippines, with principal place of business mma Manil part berein represented by its
Proprietor/President/General Manager.	Louro He Ubindag , of legal age, Filipino
citizen, single/murried, resident of	Minangonan Rinal, hereinafter referred to m the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggamang Panlalawigan Ordinance No. IF IF No. 6, No. 2020 namely:

Repair/Repairting of Thereo School Building at Malayhayin Flow. School. Bruy. Helsylayin, Fililla, Risal

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

- a. SP Ordinance No. 10:3B Nos. 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
- Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Hid Security
- L. 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 for Militar Three Sundred Seventy Hime Thousand One Handred Pifty Fine Peece and 25/100 (P 2,379,159,28), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless etherwise 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 deven hundred Thirteen Thousand Boven hundred Torty Seven Pages and 28/400 (P 243-247-28)

Philippine Currency, in the form of Parformance Bond is 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, regulating 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 enastenth of one percent (0.001) of the cost of the amperformed 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 projective 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;

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 *

 PROVINCE to suspend payment for any goods or services delivered by the CONTRACT*

 thurstion of the contract, CONTRACTOR shall regularly present a tax clearance fix

 Internal Revenue and a copy of its income and business tax returns duly stamped and recand duly validated with the tax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall arbitrators under Republic Act No. 870, also known as the "Arbitration Law" Provided however, T are within the competence of the Construction Industry Arbitration Commission to resolved.

the

18-1

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

Est Shindne Const. Corp.	RIZAL PR	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
sy lead	By:	ń	
Laure M. Ubindus	RI	EBECCA A. YNAR	ES
Proprietor/Managor/President		Governous	
1	WITNESSES		
lla 1	WITHESSES	2.3	
[X]		8	
LOLITA DE GOZMA	N_ MA	. VICTORIA II. TI	EJADA
/ >	TARIAL ACKNOWLEDGE	DENT	
l 172		00000	
REPUBLIC OF THE PHILIPPINE	3)		
ANTIPOLO CITY/)S	8.		
BEFORE ME, a Notary Pul	blic for and in Antipolo City, pe	risonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Lours Na Weindon	008-410-689		

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 berissf, refers to the Agreement for

Repair/Repainting of Teares School Buildings at Haleyhogin Elem. School,

Braye Halayhayin, Pililla, Hual	
WITNESS MY HAND AND SEAL this Antipolo City 17AL Doc No. 299 Book No. 2 Strice 20 24	day of APR 19 100 at Rival Provincial Capitol, AT AMPLE A RIVE L. CANTOS for Angorio Sinangonian & Carriona all in the PROVINCE (25 1974) Age: Matter No. 1994 Rical Roll Roll of Approvince No. 19950 EP Litetime Momber No. 016637 (1994) MEDLE Compliance No. 016637 (1994) Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 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
CSGER CONSTRUCTION CORPORATION that work may proceed on the
Construction of 14x24m Yuares Multi-Purpose Covered Court at
Eastwood Residences Phase 64, Brgy. San Isidro, Rodriguez, Rizal
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor.

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

4-21-20-31

03/15/2021// 17

CONSTRUCTION AGREEMENT

17

KNOW ALL MEN BY THESE PRESENTS

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Begy. San Roque, Antipolo City, represented in this act but the GOVERNOR, HON REBECCA A YNARES, herein referred to as the PROVINCE; and
Ther Construction Composition , a sole proprietorship/private corporation, dul
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at soft success [84.88], and berein represented by it Proprietor/President/ General Manager, and berein represented by it Proprietor/President/ General Manager, and berein represented by it proprietor/President/ General Manager, and bereinafter referred to an the CONTRACTOR WITNESSETH, Thut,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed a pursuant of the Sangguniang Paulalawigan Ordinance No. 23 s 44 2020 namely:
Construction of the Tim Thorne Halthyarmore Cowered Court at Eactwood resistances Name So, tryp, Non Interp, Northwess, Maria
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **area** 15, **DE1***, has accepted and binds itself to indertake 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 ***LELECT Three Fundament **Inner Two Thomsond**
Long Four Foods and 51/900 (P 1 1 1 1), Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereful bereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within highesty for a completed within becaments, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely. a. SP Ordinance No. 33, 8, 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) bidding envelopes
h. Bid Security Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.

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after hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of his Agreement in conformity with the province of the Contract.

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

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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. Cas PLLIsm seventies. Thousand Disc Standard Description of PESOS. Cas PLLIsm seventies. Thousand Disc Standard Description (P. 1,017625-35).

 Philippine Currency, in the form of Expfortunes Send as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto und/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 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, bours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- II. That the PROVINCE shall have no EMPLOYER-PMPLOYEE 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 inferred 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 dimation 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 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 sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

works is are located. IN WITNESS WHEREO	F, the parties have hereunto sign		
Entity/Firm/Corporation		ROVINCIAL GOV	ERNMENT
By: July Francisco	By:	REBECCA A. YNA	RES
100	WITNESSES		
LOLITA B. DE GUZJI	AN _ M OTARIAL ACKNOWLEDGE	A. VICTORIA B. T	EJADA
REPUBLIC OF THE PHILIPPINI		170 0 50A	
	ablic for and in Antipolo City, po	priorially appeared th	e following
Numo/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Pauport No. P8239281A	August 5, 2028	Manua
Sories dezentes	00940534739		
all known to me and to me know seknowledgment that the same is the present	n to be the same person/s who ear free voluntary act and deed as	executed the foregot well as the entity the	ng instrument and a they respectively
This instrument, consisting written and has been signed by the p.	of three (3) pages including this arties bernto in each and every page	s page wherein this a te hereof, refers to the	acknowledgment is Agreement for
Commitmention of 14 :	s Sa Theres Heltipurpoo ya don Toldro, Hedrigmen	e Covered Court # Rimol	at Sentwood
WITNESS MY HAND AND	SEAL thisday of	APR 19 2071 at Rizal	Provincial Capitol,

7741

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Page No. Book No. Series 20 29 ATTY AUCAMARIE L.

NOTARY SOULCE OF RIVAL

Ontil Decamber 31. 24 Adm. Malter No. 25-88 PTR NO. EXCON Rical

Rell of Atterneye No. 69230 IBP Usetime Microber No. 616637 / 124 MICLE Compliance No. VI-0037883 Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 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 Ynares Multi-Purpose Covered Court at Villa Sun Mateo 2, Brgs. Guitnang Bayan II, Sun 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. VNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Hidder.

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JUAN PAOLO MIGUEL E. MANLAPIT

03/15/2021#18

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

Le Eunebie Ace Development Corporation , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office uddress at Pendig Gity , and herein represented by its Proprietor/President/General Manager, Sum Pendo Righel F. Henland of legal age, Filipino citizen, single/married, resident of Fanty Gity , hereinafter referred to as the CONTRACTOR, WITNESSETH, That

WHEREAS, the PROVINCE declares that certain infrastructure works abould be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. Crede 27, 8, 2020 namely:

Construction of 17x50s Yeares Multipurpose Covered Court at Villa Son Hateo 2, Brgy, Guitsong Bayon II, Son Mateo, Rionl

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 haid last Responsive 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 Pour H1225cm Two Bundared Thirty Six Thousand Pive Bundared Twarty Three Peaces and 57/400 (P 4,236,523,57). Philippine Currency

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

I. The whole works subject matter of this Agreement shall be completed within One Burdred Tourn'ty Eight 128) 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. Sf Ordinance No. 25, a. 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
- L Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR, the amount of PESOS

 Four PESISSEN Two Removed Todarky Six Thousand Pive Hundred Twenty Three Peson
 and 57/100 (P 4,236,523,99). Philippine

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

 Hino Bundred Pifty Seven Pason and 07/100 (P1-270-977-07)

 Philippine Currency, In the form of Parzorunnee 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 berewith, in accordance with the Bidding
- 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 meansistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or continuous 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 cont 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 cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the cumulative arround and remedies available under the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries und/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.
- by 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 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 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 of acts in question or both at the discretion of the Courts

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City

La Busabio Age Development Corp.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

Jum Poulo Rignel F. Hemlapit

Proprietor/Magager/President

REBECCA A. Governor,3

WITNESSHS

LOLIT)

NOTARIAL ACKNOWLEDGMENT

ANTIPOLOGOTY (S.S.

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

Name/Entity

Valid ID Presented

Date

Pince

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 7028

Manila

Junn Paulo Riguel P. Femlanit 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

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

Construction of 17x3Co Teares Hultipurpose Govered Court at Villa Hun Matoo 2. Brays Guitness Bayon II. Son Matoo, Risel

WITNESS MY HAND AND SEAL this Antipological VIII I KI LAL

_day or APR 19 2021

L Rizal Provincial Capitol,

Doc No.

PAR No. Book No.

Series 20 21

ATTY ANNA for Angono, Sunnganes & on PNOT REV PERSON

Adm. Matter No. 19. PITO NO ISSEMULTA

Roll of Alterneys, No. 53250 (BP Litetime Member No. 010032 /Rida) MCLE Compliance No. VI-0007483 Velid until April 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

19 April, 2021

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

Dear Engr. Mina.

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES—that work may proceed on the Imprv. of Yuares Multi-Purpose Covered Court at Tierra Monte Subd., Brgs. Silangun, San Mano, Rigal 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

l acknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder

PORFINIO F. MUNA

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

organized and existing under the laws of and office address at Tease	a sole proprietorship/por of the Republic of the Philippines, with pri	incipal place of business
Proprietor/President/General Manager,	Porfirio Hima	represented by its of legal age, Filipino
citizen, single/married, resident of CONTRACTOR, WITNESSETH, Tha	Tanger, March , bereinafter	referred to as the
WHEREAS, the PROVINCE of pursuant of the Sangganiang Panlalawig	teclares that cortain infrastructure works s can Ordinance No. 23, #= 2020	should be constructed in namely:
Improvement of Yearen	Multipurpose Covered Court at 1	Hama Kasa Baka
- Brgy. Silengen, San Nateo, Bi	and	TALLAL MORRO MINUS
WHEREAS, the CONTRACTO	OR, warranting that it has the financial an	d, technical competence
to undertake the above said infrastructu	re works, has been dealared as the Lowes	t Calculated Responsive
the construction and completion of the	tab 15, 2021 has accepted and above said infrastructure works strictly	binds itself to undertake
following standards set forth in the bid	documents, approved plans, program of we	arks and specification in

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

(P 5,288,420,94), Philippine Currency.

consideration of the amount of Three Millien Two Hindred Sighty Sight Thomsand

- The whole works subject matter of this Agreement shall be completed within soverty the (21) 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 better by way of reference, namely:
 - a SP Ordinance No. 23, 8, 2020

Four Bundred Twenty Feson and 94/100

- 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 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 hereby covenants to pay the CONTRACTOR the amount of PESOS

 Three Million Two immired Eighty Eight Throusand Four Eughty Peoos and

 (P 5,268,620,06). Philippine

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

176

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;

onitaci,

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Since Fundred Effects Six Thomassa Fig. Smadred Twenty 12 Fears and 28/100 (P 988,526,28).)

Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers'documents in support thereto und/or incorporated between, 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 2005, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the 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 received or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

A.

V

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

IN WITNESS WHEREO	F, the parties have beseunto sig it Antipolo City	ned this Agreement	nh 8 1 9 2021 day o
JHD-02 Interpretors Entity/girty/Corporation	RIZAL	PROVINCIAL GOV	ERNMENT
Ву:	By:	2	
Proprietor/Munifiper/President		Governor	RES
1.	WITNESSES		
UNX.	201111-0-00000000	8	
LOLITA E DE GUZM	OTARIAL ACKNOWLEDG		EJADA
REPUBLIC OF THE PHILIPPINE	SECTION AND SECTION OF SECTION SECTIONS	CALCULATION IN	
BEFORE ME, a Notary Pt	ablic for and in Appello City, p	sersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
Perfirio Hina	154-422-889		
all known to me and to me known acknowledgment that the same is the present.	n to be the same person's who eir free vokuntary act and deed a	executed the foregon a well as the entity th	ing instrument and at they respectively
This instrument, consisting written and has been signed by the pa	of three (3) pages including the arties bereto in each and every pa	is page wherein this a	acknowledgment in Agreement for
Improvement of Years Bruye Silengen, San Mateo.			Monte Unbdes
WITNESS MY HAND AND	SHAL thin day of	9 7921	March Land

SANTOS

for Anguno, thin anyone is Carrotte

Adm. Vallet No. 19-200 FTR NO. 1859 PH COM

Roll of Atternoys No. 6:056 MCLE Compliance No.VI-0007083 Valid until April 14, 2022

Antipolo City

Doc No. Page No.

Book No. Series 20 21



OFFICE OF THE GOVERNOR.

NOTICE TO PROCEED

19 April, 2021

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

Dear Mr. Francisco

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONSTRUCTION—that work may proceed on the Construction of Youres Stage at Haven for the Elderly, Brgy. Sampaloc, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

Governor

l acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder.

4-31-7-31

EDWING, FRANCISCO

CONSTRUCTION AGREEMENT 20

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cotered 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. Oliveron 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 Turous, kinal, and herein represented by its Proprietor/President/General Manager, adding, Francisco of legal age, Pilipino cauzen, single/married, resident of Turous, Rial, 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 Theres Stage at Neven for the Elderly, Ergy. Bespeles.
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
13 Feron and 53/100 (P 1,356,056,53), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bezeto hereby agree as follows:
The whole works subject matter of this Agreement shall be completed within ((O)) 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: Output Description:
n. SP Ordinance No
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
d Drawing, Plans and Specifications
A MARKANIA MARKANIA NA MARKANI
f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding covelopes h. Bid Security i. Addenda and Supplemental Bulletins
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
1 J. Notice of Award of Contract and the Contractor's Conformitytherato
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 Fillian Three fundred Kighty Six Thousand Fifty Six Peace and 53/100
(P 1,335,056,53), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the
manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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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 Four Bundred Fifteen Thomas 4-1ght. Rendred Mixtoon Peoce and 95/100

 Philippine Currency, in the form of Performance Band as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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 Roles 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 an 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 resemble under the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

IN WITNESS WHEREOF,	the parties have hereunto sign antipolo City.	ed this Agroement	this day of
	INGONO RIZE		
Entity/Firm/Corporation	stien RIZAL I	ROVINCIAL GOV	ERNMENT
By JAN.	By	4	
Proprietor/Manager/President	i	GOVERNOR CONTROL	RES
1/2 7	WITNESSES	a	
LOLITA & DE CEZMA	м	A. VICTORIA H. 7	TEJADA
NO	TARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLOCITY) S.S.		351ff2.00	
BEFORE ME, a Notacy Publ	ic for and in Antipolo City, po	esonally appeared the	e following
Name/Entity	Valid ID Presented	Date	Place
ION REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manife
Edwin 4. Francisco	133-109-186		
If known to me and to me known to cknowledgment that the same is their resent.	o be the same person/s who free voluntary act and deed as	executed the foreign well as the entity th	ing instrument and at they respectively
This instrument, consisting of critten and has been signed by the parti	three (3) pages including the es lucreto in each and every pag	s page wherein this te heroof, rafers to the	acknowledgment is Agreement for
Construction of Ynares	stuge at Shrem for t	s Sherly, Sry	ye impalos.
WITNESS MY HAND AND S	EAL thisday of PR		Drovincial Capital
oc No. 406		MCSTA	HANTE L. C. WYO:
ngt No. 92 cok No. 2 coc 20 de		for Adgusto, Dis	Mygdnan & Cardon DVIACE OF RIZAL BUTTON 31 JUST
		MdH M FITS	ICSINU RUM
		Ser Lifetime Man	nticr No. 016632 (*) inico No. VI-000788 il April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Barns, Rizal

Dear Engr. Villaroman:

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

Repair:Repainting of Ynares Multi-Purpose Covered Court at Brgy, Tandang Kutyo and Brgy, San Isideo, Tanay, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor-

I acknowledge receipt of this Notice on:

44-24-24-24

Authorized Signature

Name of the Representative of the Bidder

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into	o by and between:
existing under Remiblic Act No. 7160, with	F RIZAL, a local government unit, duly organized and seat of government at the Rizal Provincial Capitol, y. San Roque, Antipolo City, represented in this act by S, herein referred to as the PROVINCE; and
lerd Hulldern	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Reputed office address at Bezon, Rized	ablic of the Philippines, with principal place of business and herein represented by its to VILLacoura, of legal age, Filipino
WHEREAS, the PROVINCE deciares the pursuant of the Sangganianu Panlalawigan Ordina	at certain infrastructure works should be constructed in the No. 10 to 100 to 1
Reprizy/Repointing of Ynarca Ha Kutyo and Bray. San Inidro, Tomoy, I	Atipur, one Covered court at begy. Yandang
to undertake the above said infrastructure works. Bid in a public bidding held last He rea 15, the construction and completion of the above a following standards set forth in the hid document	has been declared as the Lowest Calculated Responsive and infrastructure works strictly in accordance with the supersystem of works and specification in the factor of the
consideration of the amount of same reasons of 19/190	(p \$59,675.10). Philippine Currency
hereby agree as follows: 1. The whole works subject main	er of this Agreement shall be completed within adar days, in accordance with the provisions of the Did ks and Specifications and supporting/related documents serein by way of reference, namely:
a, SP Ordinance No. 23, 8, 2020	
h Certificate of Availability of Funds	
c. Scope/Program of Work and Detailed	Estimate
d. Drawing, Plans and Specifications	
e. Construction Schedule	
bidder/s two (2) bidding envelopes	documents/statements contained in the winning
 Bid Security Addenda and Supplemental Bulletim 	
i Notice of Award of Contract and the	Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certifi Roles and Regulations implomenting R	cate of Cash Deposit ranger in accordance to the
 In consideration of the payment to latter hereby covenants with the PROVINCE to this Agreement in conformity with the province 	be made by the PROVINCE to the CONTRACTOR, the construct and complete the infrastructure works subject of of the Contract;
3. The PROVINCE bereby coverant Rine Shindred Sixty Nine Thousend	to pay the CONTRACTOR the amount of PESOS His Hendred Seventy Pive Fesoe cad 10/100 (P 509-075-10), Philippine

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Couractor has posted the required performance security of PESOS. The amount little Thousand Nine Standard Two Pauce and 53/100 (P 290,902,53)

 Philippine Currency, in the form of Performance Bond is 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 accurring 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 Rink 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 limity may resented 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 offer labor laws;

- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the forementioned project prior to the acceptance by the PROVINCE:
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing 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 husiness tax returns duly stamped and received by the BIR and duly validated with the tax payments made thoroun.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 870, 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 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 anyfall of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement us 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 not 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 hereunto signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Lard Builders Entity/Firm/Corporation Hy: REBECCA A. YNARES Dennito Governor Proprietor/Manager/President WITNESSES MA. VICTORIX LOLITA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) BEFORE ME, a Notary Public for and in Wiffipolo City, personally appeared the following ANTIPOLOGICITY Pface Valid ID Presented Date Namo/Entity Passport No. P8239251A August 5, 2028 Manifa HON REBECCA A YNARES

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.

315-01-5-118

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

Depair/Depainting of Ymares Bultipurpose Covered Court at Braye Tandang Kutyo and Bray. San Isidro, Tanay, Rival MARIE LEAN CAPITOL

Antipolo Chy UNIO RIZAL AND SEAL this APR 19 2021

Dios Na Page No. Book No. Series 20 21

Sennto Villerosan

for Angono, Binungsown & Cardona all in the PROVINCE OF RIZAL Adm. Matter No. 1 2021 NOTARY PULSE AT AN

Roll of Atternate Ain 30250 BP Lifetimo Membre filis (16632 /Pszo-MCLE Compliance to VI 0007850 Vitid until April 14: 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 2021

ALEX A. SUELILA A. SUELILA CONSTRUCTION Morong, Rizal

Dear Mr. Suelila:

The attached Contract Agreement having been approved, notice is hereby given to
A. SUELILA CONSTRUCTION—that work may proceed on the
Improvement of Ynares Multi-Purpose Covered Court and Const.
of Comfort Room at Sitio Bukal, Brgy. Tandang Kutyo, Tanay, Rigal
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES Governor

l acknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder

ALEX A. SUELILA

12/ 30/21

CONSTRUCTION AGREEMENT 22

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7160 Circumferential Road corner P. Oliveros	IENT OF RIZAL, a local government unit, duly organized and , with scat of government at the Rizal Provincial Capitol, St., Brgy, San Roque, Antipolo City, represented in this act by YNARES, herein referred to as the PROVINCE; and
A. Guelila Construction	, a sole proprietorship/private corporation, duly
and office address at Morong, Proprietor/President/General Manager,	the Republic of the Philippines, with principal place of business Rizel , and herein represented by its Alex Sunlila , of legal age, Filipino Norone, Rizel , hereinafter referred to as the
WHEREAS, the PROVINCE dec pursuant of the Sangguniang Panlalawigan	clares that certain infrastructure works should be constructed in Ordinance No. 23, 6, 2020 namely:
Improvement of Ynarcs Mul Room at Pitio Bukal, Brgy. Tand	tipurpose Covered Court and Const. of Comfort lang Eutyo, Tanay, Risol
Bid in a public bidding held lastHere the construction and completion of the following standards set forth in the bid do	works has been declared as the Lowest Calculated Responsive th 15, 2021 —, has accepted and binds itself to undertake above said infrastructure works strictly in accordance with the currents, approved plans, program of works and specification in fillion Six hundred Fifty Two Thousand Four Pero (P2,652,CO4,57), Philippine Currency.
NOW, THEREFORE, for and i bereby agree as follows:	in consideration of the foregoing premises, the parties hereto
One Bundred Thirty Six (136 Documents, Approved Plans, Program of	t matter of this Agreement shall be completed within) calendar days, in accordance with the provisions of the Bid of Works and Specifications and supporting/related documents orated herein by way of reference, namely:
a. SP Ordinance No. 23, s. i	2320
 b. Certificate of Availability of F 	unds
c. Scope/Program of Work and D	
 d. Drawing, Plans and Specificati e. Construction Schedule 	Offis
f. Request for Expression of Inter	wst
 Bidding Documents including bidder/s two (2) bidding covele 	all the documents/statements contained in the winning
h. Bid Security i. Addenda and Supplemental Bu	Hering
	if the Contractor's Conformitythereto
	Certificate of Cash Deposit issued in accordance to the
2 In consideration of the navnu	ont to be made by the PROVINCE to the CONTRACTOR, the
latter hereby covenants with the PROVIN	ICE to construct and complete the infrastructure works subject o
this Agreement in conformity with the pro-	ovince of the Contract;
3. The PROVINCE hereby co	venues to pay the CONTRACTOR the amount of PESOS Two Thousand Four Peros and 57/100
Currency, in consideration of the constr unless otherwise agreed by the parties, so	(P 2,652,004,57). Philippine ruction and only upon completion of the infrastructure works object of this Agreement as a contract price at the time and in the secified in the Bid and as agreed upon by the Contractor;

of the second

100

- 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. Even Bundred Binety Five Thousand his illumered Cine Fesos and 37/100

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

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manuel (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 at follows, to wit:

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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 hereinaller 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 exhitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be."





referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing 22 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 anyfall of the prevision 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 forfaiture 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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to works is/are located. IN WITNESS WHEREOF, the parties have bereunto signed this Agreement A Suelila Construction RIZAL PROVINCIAL GOVERNMENT Entity/Pirm/Corporation By: By ucilla REBECCA A. YNARES roprieton Manager/President Governos WITNESSES ORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHYPHINES) ANTIPOLONGINO, RYPHINES) BEFORE ME, a Notary Public for and in Aggidal City, personally appeared the following Valid ID Presented Name/Entity Dute Place Passport No. P8239281A HON REBECCA A YNARES August 5, 2028 Manila 922-822-249 lex spelile 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 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

Improvement of Thores Haltipurpose Covered Court and Const. of Confort Boom at Sitio Bukal, Tendang Kutyo, Tenay, Rical

IIVI A LUMBOR CONTRACTOR		APR 1 9 2021	
Antipo	WITNESS MY HAND AND	SEAL thisday of	
Doc No. Fage No	_ 121		
Book No			

Series 20 31

PARA LAMPIN La Assentire, Estadoptivan & C≤incer ENNINGE OF PIRA NOTARY PUBLIC 2021 - ID HOLLSONHO The of Plantout No. 682 ISP LICENSON MEMBER NO. 015 ... \$2.FU MCLE Convinces No V-000783; Void until April 15, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 2021

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

Dear Mr. Somano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORLANO CONSTRUCTION that work may proceed on the

Repair/Repainting of 2-storey, 8-rooms Ynares School Building at Tanay North National High School, Brgy, Tandang Kutya, Tanay, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

- # N-268

SEDNEY, B. SORIANO

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

1. Addends and Supplemental Bulletius

Rules and Regulations implementing R.A. No. 9184

this Agreement in conformity with the province of the Contract;

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

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

One Hillion Nine Hundred Sighty Five Topmend Nine Sandred Forty Roses Peeces and 35/100 (P 1,255,545,35). Philippine Currency, in consideration of the construction and only upon completion of the infinitructure 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;

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

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

This AGREEMENT made and entered into by and between:

The PROVINCIAL COMPRESSION OF BUZZE	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized a existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit	UH.
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act	0
in GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	7
The state of the s	
DaBa SCREAMO CHIEFRETT CEF . a sole proprietorship/private corporation, de	1
organized and existing under the laws of the Republic of the Philippines, with principal place of business.	113
	it
Proprieton/President/General Manager, Metage Sentimes of legal nee Film	
citizen, single/married, resident of Merconia, Missal hereinafter referred to as	b
PONTRACTOR, WITNESSETH, That,	
VARIABLE DE VENEZA DE VENE	
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed	ii
pursuant of the Sangguniang Panlalawigan Ordinance No. IPIB BO. 6, p. 2020 namely:	
Repair/Repainting of 2 storey, 8 rooms Thurss School Building at Tank	d
North Mational Righ School, Bray, Tondang Kutyo, Tanay, Minel	r
The state of the s	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competen	
TO HIRICATIONS THE SPECIAL CONTRACTOR STREET, SAN ASSESSMENT AND ASSESSMENT OF THE PROPERTY OF	
but appeared and bearing from the first several and bearing the several and be	٠
following standards set forth in the bid documents, appround plants increases of sports and	10
working the the infigure of the party of the	_
Handred Forty Three Pages and 35/100 (P 1,955,943,35). Philippine Currency	F
0	
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here	to
hereby agree as follows:	
The residence where a second of the second o	
1. The whole works subject matter of this Agreement shall be completed with	in
The state of the s	W 144
Documents, Approved Plans, Program of Works and Specifications and supporting/related document	tu
which are integrated herewith and incorporated herein by way of reference, namely.	
a. SP Ordinance No. IIF4IB Ma. 6, n. 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) bidding envelopes	
h. Bid Security	

- 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 undergood that prior to the signing of this Agreement, the Comractor has posted the required performance security of PESOS Five Handred Manaty Pive Thousand Jewes Hundred Eighty Three Feson

 Philippine Currency, in the form of Parformance Bond as a measure of marables 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;
- 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, regurding 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 an 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 limity may research or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other 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-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 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 arring 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 23 to resort to other alternative modes of disputes resolution.

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

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

works is are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this? \ \ \gamma 2021 at Antipolo City. Seriane Cenetruction RIZAL PROVINCIAL GOVERNMENT Entity Firm/Corporation By: By Scort uno REBECCA A. YNARES Proprietor/Manager/President Governor > WITNESSES LOLITA B. D NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES! ANTIPOLO, CLTY I ZAL PIZAL MIN'S BEFORE ME, a Notary Public for and in Amppolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON REBECCA A VNARES Pasaport No. PR239281A August 5, 2028 Manife Sidney Sorione 235-687-269 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the name is their free voluntary act and deed as well in the entity that they respectively This instrument, consisting of three (3) pages including this page wherein this admowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agrenment for Repair/Repainting of 2 storey, 8 rooms Traces School Building at Tunay North High School, Srgy. Tendeng Kutyo, Tunny, Himal RATE OF CONTROL CAMERON, WITNESS MY HAND AND SEAL thin day or APR 19 2921 Antipole City L SANTOS ATT Doc No. HI3 Page No. for Amjono, Smanguran & Carriona Book No. NOTARY PUBLICE OF RIZAL LINE SESSION 11.39.20 Adm. Matter No 19.00

PTR NETSSETTANISM Ros of Attorneys No. 60250 IBP Lifetime Marroer No. 010633 (Plane MCLE Compliance No. VI. DD07865 World Linux April 14 2028

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 2021

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

Dear Mr. Ubradas

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBLADAS CONSTRUCTION CORP. that work may proceed on the
Repair/Repainting of 2-storey, 6-rooms Yeares School Building at
Tunay West National High School, Brgy. Wawa, Tanay, Rival
effective on the day you received this Notice to Proceed

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

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

Very truly yours.

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

4.31.30.11

LAURO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
Cir	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, 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
	Lt Ublades Cometruction Corp. , a sole proprietorship/private corporation, duly
Pro citi	office address at Binongenous Rinel , and herein represented by its prietor/President/General Manager, Letter H. Utindan of legal age, Filipting zen, single/married, resident of Binongenous Rinel hereinafter referred to an the NTRACTOR, WITNESSETH, That,
pur	WHEREAS, the PROVINCE declares that certain infinitricture works should be constructed in suant of the Sanggoniung Punlalawigan Ordinance No. 1820 166. 6. 8. 2020 namely:
Ve	Repair/Repainting of 2 storey, 6 rooms Yeares Rebest Reilding at Tamay of Rational High School, Brgg. Mosm., Tamay, Binal
Bi-	undertake the above and infrastructure works, has been declared as the Lowest Calculated Responsive d in a public bidding held last March 15, 2021, has accepted and binds itself to undertake construction and completion of the above and infrastructure works strictly in accordance with the lowing standards set forth in the bid documents, approved plans, program of works and specification in asideration of the amount of Two Hilliam One Haldred Lighty Four Thousand Eight hastired worky One Pences and 51/800 (P 2,484,864,665), Philippine Currency NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto neby agree as follows:
ಿಕ್	The whole works subject matter of this Agreement shall be completed within leventy 500 (72) calendar days, in accordance with the provisions of the Boocuments, Approved Plans, Program of Works and Specifications and supporting/related document hich are integrated herewith and incorporated becein by way of reference, namely:
	a. SP Ordinance No. RPSB No. 6, so 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Fannate 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 hidder/s two (2) bidding envelopes
)	h. Hid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

Two Miliam One Sundred Lighty Four Thousand Light Bundred Forty Cas Pence (P 2,484,641), Philippine and 61/000 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;

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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 six limited Fifty Five Photograph Foot Remired Fifty Pso Penos and 48/100

 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 fielding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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 in 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 Jollows, to wit.

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 acting from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. Thus, 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 23/ 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 fortesture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, I	ne parties have hereunto NGGNOVRIZAL	nigned (his Agreement this	day o	•
Kit Ubindes Construction Go	rge RIZ/	L PRO	VINCIAL GOVER	NMENT	
Entity/Firm/Corporation	==./.				
By:	By:		0		
Louro H. Uhindon Proprietor/Manager/President		REI	Governo	ES	
1	WITNESSES				
1/2 1	MILINESSES				
1944			7	VENDE VI	
LOLITA & DE CUZMA	¥	MA	VICTORIA B. TI	SIADA	
(NO	TARIAL ACKNOWLE	DGMI	INT		
	V				
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY (S.) s				
BEFORE ME, a Notary Pub	lte for and in Antipolo C	ity, per	onally appeared th	following	
Name/Entity	Valid ID Presente	d	Date	Place	
HON REBECCA A YNARES	Passport No. 19823028	RW:	August 5, 2028	Manila	
Hauro Ma Ublades	008-410-689				
all known to me and to me known acknowledgment that the same is the present.	ir free vokultary act and	accr ara	went as the entiry in	in they respective	
	of three CTI names includ-	ing thus	page wherein this	noknowledgment	111
This instrument, consisting written and has been signed by the pa	rties hereto in each and er	ery total	- C411-70-11-11-11-11-11-11-11-11-11-11-11-11-11	e. regardenteste con	
This instrument, consisting written and has been signed by the parties of Personal Reportations of West National Righ School	rtim hersto in each and en	Year	es School Dail		
Hopein/Repainting of West Kational High School	f 2 storey, 6 ross Brgy, Vans., Tuna;	Year y, Sin	es School Dail		
Hopein/Repainting of West Hattonal Righ School	f 2 storey, 6 ross Brgy, Vans., Tuna;	Year y, Sin	es School Bail nl PR 197021 at Nie		
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WITNESS MY HAND AND Amipolo Chy Doc No. 407	f 2 storey, 6 ross Brgy, Vans., Tuna;	Year y, Sin	PR 19 7021 at the	ding at Tena	mal.
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WITNESS MY HAND AND Amipolo Cay Doc No. 107 Page No. 13	f 2 storey, 6 ross Brgy, Vans., Tuna;	Year y, Sin	PR 19 7921 or the ATTY A2277 tor Angeno. B NOTARY	they included the state of the	mol.
WITNESS MY HAND AND Amipolo Chy Doc No. 407 Page No. 25 Book No. 2	f 2 storey, 6 ross Brgy, Vans., Tuna;	Year y, Sin	PR 19 7021 or the ATTY AZZPTA HOTE TOLANDORS B MOTARY	ding at Tena	# mal.



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

19 April, 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

Improvement of Youres Multi-Purpose Covered Court, Brgy. Sun Andres, Tanay, 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

t acknowledge receipt of this Notice on

4121-2=N

Authorized Signature

Name of the Representative of the Bidder

RENATOC, VILLAROMAN

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

organized and existing under the laws of and office address at horses	the Republic of the Phili	ppines, with pr	rivate corporati incipal place of represented	business
Proprietor/President/Cieneral Manager, critzen, single/married, resident of CONTRACTOR WITNESSETH, That,	CC0 CT CT CT CT CT CT CT	hereinafter	of legal age,	Filipino
WHEREAS, the PROVINCE des pursuant of the Sanaguniang Panlalawiga			should be coust	

Improvement of Ymores Bultipurpose Covered Court, Bray, Son Snires,

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 Phoreh 15 por 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 Photoscopic Photoscopic

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 Birthy (60) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, mirriely:
 - a. SP Ordinance No. 25, #. 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
- 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 Top 24111cm has immirred of the Property of the Property of the Contractor and (P 2,2/3,517,14). 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:





H

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 false Turnered Towerty state Thomsand Stahty Five Penon and 16/100 (P 679,085,16)

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

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

8 The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or 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 brench thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the 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.
- 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 theretoo.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

works is/are located... IN WITNESS WHEREOF, the parties have hereunto signed this Agreement that \$ 19 702 at Amipolo City. RIZAL PROVINCIAL GOVERNMENT Lard Builders Entity/Firm/Corporation By. By. REBUCCA A. YNARES ežo, Proprieto Manager/President Governor& WITNESSES B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF PURPHILIPPINES) ANTHONOCHY BEFORE ME, a Notary Public for and in Approlo City, personally appeared the following Nume/Entity Valid ID Presented Date Place HON REBECCA A YNARES Pasaport No. P8239281A August 5, 2028 Mamila menoralli's crames 119-041-448 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary not and deed as well as the entity that they respectively This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Improvement of Theres Sultipur	
WITNESS MY HAND AND SEAL this	day or APR 19 2021 in Rigid ON Control Capito
Doc No. 109 Fuge No. 98 Flook No. 2 Series 20 41	FOR ANGROSS AND STATE OF ANGROSS AND STATE OF ANGROSS AND STATE OF ALL
Contract on Tall	Admi Additor No. 13-006 Admi Additor No. 13-006 PTH NO.1569-148 Tell Roll of Allomory's No. 60050 IDE Charme Member No. 016632 PD 28 MCLE Compliance No. VI-9002 pd.:

Vintio until April 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

19 April, 2021

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

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONSTRUCTION—that work may proceed on the Construction of 3-Storey Yuares Multi-Purpose Bldg. at Golden City Sund., Begg. Dolores, Toytoy, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Covernor

l acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

EDWIN G. FRANCISCO

03/15/2021#26

CONSTRUCTION AGREEMENT 26

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

IN Cotorprises and Spectructi	物	a sole prop	rictorship/p	rivate cor	porati	on, duly
organized and existing under the laws of and office address at Teress.			production of the contract of			
Proprietor/President/General Manager,				of legal	CM-551	The second second second
critzen, single/married, resident of CONTRACTOR, WITNESSETH, That,		Risal ,	bereinafter	referred	to	as the

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

Construction of 2 storey Teares Multinurrous Building at Golden City Build., Hope. Delores, Saptry, Rical

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Nameh 11, 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 Peter Hilling Can Huntined Forty Peter Thomasand Can huntined savanty Peter and 32/100 (P 4,154,170.32). 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 provisions of the Bid Documents, Approved Plais, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
 - n. SP Ordinance No 23 a a 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 bidden's two (2) bidding envelopes
 - h. Bid Security
 - L Addenda and Supplemental Bulletina
 - j. Notice of Award of Contract and the Contractor's Conformitytheroto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Four Filliam Con Bracked Forty Four Thousand One bracked Seventy Forces & 37/400

 (P 4.1/b.170.32). Philippine

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. One 14111111 Two humbres forty Three Thousand Thousand Two humbres fifty One Ferror one 40/400 (P 1,205, 27,40).) Philippine Currency, in the form of Ferrorance 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 und/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, Infinstructure 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 committee amount of liquidated damaged reaches (en 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, boors 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 mannings 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 eleganace 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 thoroun
- 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 Countriesion to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this No.

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 forfeither 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.					2950700
IN WITNESS WHEREC	F, the parties have hereu at Anapolo City 174	nto nign	ed this Agreement t	his:	day of
Entity/Firm/Corporation	ntruction R	IZAL PI	ROVINCIAL GOV	ERNMENT	
By: 5/LU4	В	y ‡	1		
Proprietor/Manager/President		R	EBECCA A. YNA	RES	
/	WITNESSES	((6)		
184			(40)		
LOLITA DE CUEN	IAN_	MA	L VICTORIA B. T	EJADA	
1	NOTARIAL ACKNOWI	EDGN	IENT		
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY)	ES) 8.5				
BEFORE ME, a Notary P	tiblic for and in Antipolo	City, pe	recoully appeared th	e following	
Name/Entity	Valid ID Present	od	Date	Place	
ION REBECCA A YNARES	Passport No. P82392	81A	August 5, 2028	Munita	
Edwin G. Francisco	178-120-384	_			
If known to me and to me know aknowledgment that the same is the resent	m to be the same person seir free voluntary act and	s who deed as	executed the forego- well as the entity thi	ng instrumen it they respect	and ively
This instrument, consisting written and has been signed by the p	of three (3) pages includenties bereto in each and ex	ling this very page	page wherein this a bereof, refers to the	ncknowledgme Agroement fe	not in
	STORE VENTOR AND TO				
WITNESS MY HAND AND	O SEAL thisday	DE AP		Pugvincial Ca	The second
loc No. 901 liga No. 93 cok No. 3 crics 2921			for Angono.	TARY POLLIC Singligorian &	Carrion RIZAL
			Ad PYR 3 Roll of A	nt. Matter No. on ISSN 463. Northys. No. C	14-00G
			MCLE Com	nikanca No V	

Visita until Apol 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 2021

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

Dear Mr. Arada

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Rehabilitation of Stone Masoury Wall at Rizal Provincial Jail, Brgg. Dolores, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder. A al Joy

Gust

FERNANDO L. ARADA

03/15/2021#.27

CONSTRUCTION AGREEMENT 23

KNOW ALL MEN BY THESE PRESENTS:

Rules and Regulations implementing R.A. No. 0184

this Agreement in conformity with the province of the Contract;

	This ACREEMENT made and entered into by and between:
C	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and sisting under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol, ircumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by a GOVERNOR, HON, REBECCA A. VNARES, herein referred to as the PROVINCE, and
	The Construction Corporation . a sole proprietomin/private corporation, duly
B 4. 0	rganized and existing under the laws of the Republic of the Philippines, with principal place of business and office oddress at First contact, Right, and herein represented by its reprietor/President/General Manager, First neo rock, of legal age, Filipino tizen, single/married, resident of Birthursonan, Right, hereinafter referred to as the ONTRACTOR, WITNESSETH, That,
p	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in urament of the Sangguniang Panlalawigan Ordinance No. 23, n. 2020 namely:
100	Nebulatitation of Stone Masonry sull at Missl Provincial Sull, Stay.
1000	id in a public bidding held list
	1. The whole works subject matter of this Agreement shall be completed within (50) calendar days, in accordance with the provisions of the Bid ocuments. Approved Plans, Program of Works and Specifications and supporting related documents high are integrated herewith and incorporated berein by way of reference, namely:
	a. SP Ordinance No. 25 at 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Countraction 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
9	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

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

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

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

Con 71111on Car Tundred 11shty Four Topures Seven Sundred Minety Fenos and 48/100 (P 1,184, 700,48), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works

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

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Three Bundred Fifty Five Thomsand Four Bundred Tourty Seven Feeon and 16/100. (P. 355,437,44).

 Philippine Currency, in the form of Ferrormore Bond. 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.
- 6. 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;
- 7. For the duminon 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 BOR shall contain a provision on liquidated diamages 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 cont of the unperformed portion for every day of delay. Once the commistive amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd 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, boars 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-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- In this words and expressions shall have the same meanings as respectively naugued to them in the conditions of the contract beginning referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will enrife 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 stumped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any anit all disputes artising from the implementation of this Agreement shall be submitted to arbitration under Republic Act No. \$76, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeignre 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 the 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 Flag Communication Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: CHIMPE a cade REBECCA A. YNARES Proprietor/Manager/President Governor WITNESSES DE GUZMAN _ NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPODOCITY 188

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

Name/Entity Valid ID Presented Date Place
HON, REHIECCA 3: ANARES Passport No. P8219281A August 5, 2028 Manifa
For and Product Conference Confe

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 aigned by the parties hereto in each and every page hereof, refers to the Agreement for

Rehabilitation of Stone Passerry Wall at Rical Provincial Jail, Sray. Dolores, Taytoy, Rical

WITNESS MY HAND AND SEAL O	MALE AND A SOUTH
loc No. YO.S	ATTY*::W-T
Aver No. 92	True American Co

Page No 23 for Angelon 3 NOTARY 1-Day 16

Adm. Matter No. 1970/ PTRI NO. 188074 Renal Roll of Alicentarys. No. 68252 Pt. ISP Lifetime Member No. 016632 Pt. MCLE Compliance No. VI-0007883 Wald until April 14, 2022

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 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
Construction/Improvement of Concrete Canal and Perimeter Fence at
Bagong Pag-Asa Elem. School, Brgv. 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

4-31-3-3

LAURO M. UBIADAS

03/15/2021//28

CONSTRUCTION AGREEMENT 29

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 sent 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, REHECCA A, YNARES, herein referred to as the PROVINCE; and

Mit Shindan Construction Corp.	, a sole proprietorship/p	rivate corporati	on, duly
	the Republic of the Philippines, with pri	incipal place of represented	business by its
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	satungenan, casel hereinafter	of logal ago, referred to	

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

Construction/Improvement of Concrete Canal and Ferinetar Fence at Hagong Pag-ine Pless School, Nagy, Son Juan, Taytoy, Minel

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 March 15,2021 _____, 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 Cons 8212500 again and red \$4500 for Thousand 100 for the amount of Cons 8212500 for the

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 blanchy five (95) 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 Hulletins
- i. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS One Hillion foven hundred sighty our Thousand Five Rundred Forty Two Fence and 54/100 (P 1.784.542.54). Philippine Currency, in consideration of the construction and only upon completion of the infinstructure 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 Five Bundred Thirty Five Thomsond Three Hundred Eighty Two Peans and 76/100 (P 535-362-76)

 Philippine Currency, in the form of Performance Bend as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto under incorporated herewith, in accordance with the Bidding Documents.
- Contractor indertakes 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 institution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, intrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one powers (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 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 jother labor laws;

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

18

referred thereto: The process of arbitration under the foregoing law shall be assumed part of thin Agreement, without prejudice, however to any mutual agreement of the parties bereto to agree in writing 1/4 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of 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.	2 3		10)
IN WITNESS WHEREOF	the parties have hereunto signe Action City IZAL	ed this Agreement th	isday of
Kit Whindam Connt. Corp.	RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			545
By bail	By:	4	
Lauro Ne Ubildas	R	EBECCA A. YNAP	UES
Proprietor/Manager/President		Governos	
	WITNESSES		
1211	(5) (1) (1) (1) (1)		
//X			action a time to the
LOLITA BODE GUZM	AN M/	L VICTORIA B. T.	EJADA
, ,	OTARIAL ACKNOWLEDGE	IENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	(S) S.S.		
BEFORE ME, a Notary Pr	ablic for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Placo
HON REBECCA A YNARES	Pasuport No. P8239281A	August 5, 2028	Manila
Lauro M. Ubindan	008-410-689	AVERYOUS.	00=WW
all known to me and to me know acknowledgment that the same is th present	n to be the same person's who seir free voluntary act and deed as	executed the foreign well as the entity the	ing instrument and at they respectively
This instrument, consisting written and has been signed by the p	of three (3) pages including this atties hereto in each and every pag		

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Commitmetics/Improvement of Commrete Canal and Perimeter Fence at men Slam, School, Sper, San Juan, Turbar, Black

WITNESS MY HAND AND SEAL this	day of pg 1 9 7021 at Rizal Provincial Capitol,
Antipolo City	ATTY A SHARINGE L. COMICE
Doc No 409	MOTORS FIRM IC
Page No. 55 Book No. 2	FOR Angelo Distinguis OF NIZAL
Series 20 M	Unit December 3 Control
All	THE NO LITERY WE HAVE
	Roll of Allomoya No. 69250 Bit Lifetime Mamper No. 016632 (***)
	MCLE Compliance No. VI-0007083 Valid unit April 14, 2023



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 April, 2021

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

Dear Mr. Bilog.

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

> Construction of 10x30m Ynares Multi-Purpose Covered Court at Cariosa Homes East I, Brgy, Prinza, 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

Governor

I acknowledge receipt of this Notice on

9-21-20-31

Authorized Signature

Name of the Representative of the Bidder.

GERALD KENN SJ. BILOG

KNOW ALL MEN BY THESE PRESENTS:

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This AGREEMENT made and en	tored into by and between.
existing under Republic Act No. 7160 Circumferential Road corner P. Oliveron	HENT OF RIZAL, a local government unit, duly organized and b, with seat of government at the Rizal Provincial Capitol, St., Brgy, San Roque, Antipolo City, represented in this act by YNARES, herein referred to as the PROVINCE, and
TO DELLOYS	, a sole proprietorship/private corporation, duly
and office address at sweeting Proprietor/President/General Manager,	the Republic of the Philippines, with principal place of business and berein represented by its Government of Filipine Moreone with 1 hereinafter referred to as the
WHEREAS, the PROVINCE des pursuant of the Sangganiang Panlalawigar	clares that certain infrastructure works should be constructed in Ordinance No. 12 11 1020 namely:
Construction of 40 ± 30s House Seet T, Pagy. Prince, 86s	Yeares Bultipurpose Govered Court at Carinas
to undertake the above said infrastructure Bid in a public bidding beld last <u>Harr</u> the construction and completion of the a following standards set forth in the bid do	warranting that it has the financial and, technical competence works, has been declared as the Lowest Calculated Responsive to 13, 2021. It has accepted and binds itself to undertake above said infrastructure works strictly in accordance with the currents, approved plans, program of works and specification in a 1111 on Three Timered 1200m. Thousand Conf. (P 3,516,107,43). Philippine Currency.
NOW, THEREFORE, for and i	n consideration of the foregoing premises, the parties hereto
Documents, Approved Plans, Program of	matter of this Agreement shall be completed within) calendar days, in accordance with the provisions of the Bid f Works and Specifications and supporting/related documents trated bettern by way of reference, namely:
a. SP Ordinance No. 27 and a b. Certificate of Availability of Fac. Scope/Program of Work and Ded. Drawing, Plans and Specification. Construction Schedule c. Construction Schedule	inds etailed Estimate
L Request for Expression of Inter-	ill the documents/statements contained in the winning
 Addenda and Supplemental Bui Notice of Award of Contract an 	I the Contractor's Conformitythereto Certificate of Cash Deposit issued in accordance to the
2. In consideration of the payme	nt to be made by the PROVINCE to the CONTRACTOR, the

latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Phras Sundred States Thousand One Sundred Street Section 45/400 (P 3,316,107,43). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the number 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_Blanched Blancky Four Photosome Signa Blanched Blancky Two Pesos and 23/100 (1º 99%,632,23)

 Philippine Currency, in the form of Parformance Send as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Fadures" 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.

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- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 manings as respectively assigned to them in the conditions of the contract hereinadler 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 arbitratura 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 7 to resort to other alternative modes of disputes resolution

Without prejudice to administrative anactions 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 discrition 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	ned this Agreement ti	nis day of
Entity/Firm/Corporation	RIZALI	PROVINCIAL GOVE	RNMENT
By:	Ву	5	
Proprietor/Manager/President	j	REBECCA A. VNAI	RES
001	WITNESSES		
LOLITA BOE GOZMA	ete Mi	IA, VICTORIX B. T	EJADA
C NO	DI'ARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CIEXAL) S	8) S		
BEFORE ME, a Notary Pol	olic for and in Antipolo City, p	ersonally appeared th	c following
Namo/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
ONB Doilders	395-519-327		
all known to me and to me known arknowledgment that the same is the present	to be the name person's who is free voluntary act and deed a	executed the forego is well as the entity th	ing instrument and at they respectively
This instrument, consisting	of three (3) pages including if	is 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 10 x 30x Immres Eultipurpose Covered Court at Carinan House Cost I. Orny. Frimen, Teresa, Sinal.

day of APR 1 1 7071, et Rizal Provincial Capitol, WITNESS MY HAND AND SEAL this Anupolo City

393 tage No. Book No. Series 20 21

ATTY ANNA PARIE L. CANTOS NOTARY MUNICIC for Angone: Sinangonan & Cardona ANOMAR PROMINCE OF RIZAL Uniii Decamber 31 44 Adm. Matter No. 19-005 DID NO HOW REDU

Rall of Atlantays No. 69250 IDP Lifetime Member No. 016932 /7 call MCLE Compliance No.VI-0007883 Variet until April 14, 2022