

Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 2021

MR. FRANCISCO G. SANTIAGO R.S.F. CONSTRUCTION Pasig City

Dear Mr. Santiago:

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

Improvement of Multi-Purpose Covered Court at Patol. 29

Zone S. Pag-Asa, Brgs. 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. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

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FRANCISCO G. SANTIAGO

KNOW ALL MEN BY THESE PRESENTS:

CONTRACTOR. WITNESSETH, That,

This AGREEMENT made and entered into by and between:

existing Circum	The PROVINCIA under Republic ferential Road con FERNOR, HON. I	Act No. 71 mer P. Olivere	60, with scat os St., Brgy. Sa	of gover n Roque,	nment a Antipol	at the Riza o City, rep	al Provincial resented in the	Capitol
RSF	Construction			a sole	propriet	orship/priva	ate corporat	ion. duly
	ed and existing un ffice address		City 🗸	of the Ph	ilippines , and	, with princ	cipal place of represented	business by its
	tor/President/ Gen single/married,	_	Francisco S Pasig City	- 0		hereinafter	, of legal ago	, Filipino

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

Improvement of Multipurpose Covered Court at Purok 29 Zone 5, Pag-Asa, ~ Brgy. Mahabang Parang, angono, 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 June 7, 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 Six Hundred Three Thousand Ninety Five Pesos and 94/100 (P 603,095.94), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within (_60_) 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
 - Scope/Program of Work and Detailed Estimate
 - 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
 - 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 Six Hundred Three Thousand Ninety Five Pesos and 94 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,

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
RSF Construction, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasig City , and herein represented by its Proprietor/President/ General Manager, Prancisco Santiago , of legal age, Filipino citizen, single/married, resident of Pasig City , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, 8, 2020 namely:
Improvement of Multipurpose Covered Court at Purok 29 Zone 5, Pag-Asa, -Brgy. Mahabang Parang, angono, 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
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 23, s. 2020
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule
 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto
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Rules and Regulations implementing R.A. No. 9184
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3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Hundred Three Thousand Ninety Five Pesos and 94/100 Province Provi
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 Vone Hundred Eighty Thousand Nine Hundred To Eight Pesos and 78/100 (P_180,928,78 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

	the parties have hereunto sign ntipolo City.	ed this Agreement th	hisday of
RSF Construction Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOVE	ERNMENT
By: Francisco Santiago	Ву:	\$	· ·
Proprietor/Manager/President		Governor T	æs
LOLITA B. BE GUZMAN		A. VICTORIA B. T	EJADA
NOT	ARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Publi	c for and in Antipolo City, pe	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Francisco Santiago	213-720-700		
all known to me and to me known to acknowledgment that the same is their present.			
This instrument, consisting of written and has been signed by the partie			
Improvement of Multipur Brgy. Mahabang Parang, Angon	o, Rizal		
WITNESS MY HAND AND SE Antipolo City.	AL this 05 delylef 202	, at Rizal	Provincial Capitol,
Doc No. //8 Page No		/	BLIC REEAYA-ADAM®# DEC. 31. 2021
	1		H NO. 20-07

EY NO. 55320

PTF NO. 3581749/PFZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 2021

MR. GRINGO C. ANORE G. ANORE CONSTRUCTION: Binangonan, Rizal

Dear Mr. Anore:

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

G. ANORE CONSTRUCTION that work may proceed on the

Repair/Repainting of Multi-Purposa Covered Court (DPWH) at Margarito A. Duarit

Memorial National High School, Brgs. Pilapila, 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 & YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

t. 1-

06/07/2021# 02

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

existing under Republic Act No. 7165, v Circumferential Road corner P. Oliveros St	of OF RIZAL, a local government unit, duly organized an with seat of government at the Rizal Provincial Capito, Brgy, San Roque, Antipolo City, represented in this act backs, herein referred to as the PROVINCE; and
Selection Construction	, a sole proprietorahip/private corporation, dul
and office address at Proprietor/President/ General Manager,	Republic of the Philippines, with principal place of busines and berein represented by it of legal age. Filipin hereinafter referred to as the
WHEREAS, the PROVINCE declar pursuant of the Sangguniang Panlalawigan C	res that certain infrastructure works should be constructed a ordinance No. **** ******************************
epoint/syminting of maining of ma	purpose Covered Court (INUN) of Agreemito
to undertake the above said infrastructure we Bid in a public bidding held last 2 to # ?? the construction and completion of the abo following standards set forth in the bid documents.	warranting that it has the financial and, technical competence orks, has been declared as the Lowest Calculated Responsive and binds itself to undertake we said infrastructure works strictly in accordance with the ments, approved plans, program of works and specification in
consideration of the amount of	(P), Philippine Currency
which are integrated berewith and incorporate	Works and Specifications and supporting/related documents of herein by way of reference, namely: 0. 6, 2. 2029
a SP Ordinance No. b Certificate of Availability of Fund	
c. Scope/Program of Work and Detail	
d. Drawing, Plans and Specifications	
e Construction Schedule	in 1
f. Request for Expression of Interest	
bidder/s two (2) bidding envelopes	he documents/statements contained in the winning
 Bid Security Addenda and Supplemental Bulleti 	100
j. Notice of Award of Contract and th	
	Uficate of Cash Deposit issued in accordance to the
Rules and Regulations implementing	
	to be made by the PROVINCE to the CONTRACTOR, the to construct and complete the infrastructure works subject of see of the Contract:
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	ants to pay the CONTRACTOR the amount of PESOS
· · · · · · · · · · · · · · · · · · ·	(P. Containe), Philippine
	on and only upon completion of the infrastructure works
	ct of this Agreementus a contract price at the time and in the led 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 the Sundred Winety Dec South Six Sundred Contractor has posted the required results of PESOS to Sundred Winety Dec South Six Sundred (P102, 200, 300).

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- 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 imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without 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 autumed 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 cutife 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 infiltrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That disputes that are within the competence of the Construction Industry. Arbitration Commission to resolved shall be

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

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

Junisfiction 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.

	F, the parties have hereunto signe antipole City.	d this Agreement thin	day o
Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOVE	RNMENT
Thy treef	By:	EBECCA A. YNARE	s
1.	WITNESSES	Guidina	
LOLITA BASE GOZMAN	h	O VICTORIA D	EJADA
(,	NOTARIAL ACKNOWLEDOM	ENT	
REPUBLIC OF THE PHILIPPINI ANTIPOLO CITY	(S) (S.S.		
BEFORE ME, a Notary Po	iblic for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	Dute	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manitz
Gringo onore	253-374-109		
all known to me and to me know acknowledgment that the same is the present.	oir free voluntary act and deed as	well as the entity that	they respectively
This instrument, consisting written and has been signed by the p	of three (3) pages including this arties hereto in each and every page	page wherein this aci berest, refers to the A	knowledgment is greenent for
ReposityNepointing to A. Danvit Memorial Nation	of Hultipurpose Govered G	ourt (CFHH) at N impils, Miningon	ergarito es, Eisel
WITNESS MY HAND AND	SEAL thisday of _	JUL 2021 Brest P	mericial Capitol
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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

05 July, 2021

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

Dear Mr. Manlagit

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVT. CORP. that work may proceed on the Improvement of Road, Brgs. Ithan, Binangonan, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours.

REBECCAL YNARES

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder.

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JUAN PAOLO MIGUEL E. MANLAPIT

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Foolg City and herein represented by its Proprietor/President/ General Manager, June Foolg City of legal age, Filipino entizen, single/married, resident of Foolg City 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 at 2020 transcript.

Improvement of Hood, Bray, Ithan, Binengenen, Misch

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

- The whole works subject matter of this Agreement shall be completed within Rightsy (_80_) calendar days, in accordance with the provinces 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. #3, ## 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
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 - c. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Mins Numbered Seventy Five Thousand One Hundred Twenty Hight Number and 46/100 (P. 3,975,120,46), Philippine

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manuser 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
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- 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 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 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 elemence from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place
HON REBECCA A YNARES Passport No. P8239281A August 5, 2028 Manila
Fush Pattle Rigusl Nalapit 000-155-917

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 act and deed as well as the entity that they respectively present.

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

Improvement of Hoad, Brgy, Ithen, Bineageness, Hinel

	_
WITNESS MY HAND AND SEAL this Antipolo City.	day of 0.5 Jet and Rical Provincial Capitol
Doc No 1/2 Page No 2.7 Book No 2 Series 20.24	HOTANIC SOTARY PUBLIC, 521 HOTANIC SO-07 ISPLIFETHER STATE STATE PTR NO. 155513 STATE AL



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

05 July, 2021

MR. DANILO C. MAGNO TRANCOM ENGINEERING CONSTRUCTION Taylay, 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 2-Storey Frares Multi-Purpose Building at Vista Verde Executive Village Phase 4, Begy, San Islam, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA ADNARES

I acknowledge receipt of this Notice on

Authorized Signature: Name of the Representative of the Bidder

DANILO C. MAGNO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

	This AGREEMENT made and emerco into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
200	sting under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol
200	cumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
1444	GOVERNOR, HON RESECCA A. YNARES, berein referred to as the PROVINCE; and
NESS.	GOVERNOR, HON. REDELCA A. THARES, BRIGHT METOD TO BE THE PROPERTY.
- 3	rescent methodring Construction a sole proprietorship/private corporation, duly
orv	anized and existing under the laws of the Republic of the Philippines, with principal place of business
HIV	office address at Tayloy, Blad and herein represented by its
	prictor/President/ General Manager, Deside Norms of legal age, Filipine
	zen, single/married, resident of Tayter, 21 to 1 bereinafter referred to as the
	NTRACTOR, WITNESSETH, That,
	THE PROPERTY OF THE PROPERTY O
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
Fatt	sount of the Sangauniang Panlalawigan Ordinance No 23, as 2020namely:
	Construction of 2 storey Yanres Pulsipareous Smilding at Vinta Verdo
Ĵз	soutive Willege Phase A, Srgy. See Inlike, Coints, Highl
	WHEREAS, the CONTRACTOR, wastanting that it has the financial and, technical competence
	indertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
Bid	in a public bidding held last June 7, 2021 bas accepted and binds itself to undertake
the	construction and completion of the above said infrastructure works strictly in accordance with the
SOL	owing standards set forth in the bid documents, approved plans, program of works and specification in
cop	sideration of the amount of Three Hillien Four Rundred Thirty Five Thousand
ň	ine Standard One Peace and 55/400 (P. 3,465,004,65), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
her	by agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within
Cn	Hundred Thirty him (136) calendar days, in accordance with the provisions of the Bid
	annents, Approved Plans, Program of Works and Specifications and supporting/related documents
whi	ch are integrated herewith and incorporated herein by way of reference, namely:
	a Ch Outhern Ma
	a. SP Ordinance No.
	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications
	e. Construction Schedule
	f. Request for Expression of Interest
	g. Bidding Documents including all the documents/statements contained in the winning
	bidder/s two (2) bidding envelopes
	h. Bid Security
	i. Addenda and Supplemental Bulletins
	j. Notice of Award of Contract and the Contractor's Conformity thereto
	k. Credit Line Certificate/NFCC/Certificate of Cash Deposit insued in accordance to the
	Rules and Regulations implementing R.A. No. 9184
in the co	2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
	r 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
3	gest Million Four Hundred Thirty Pive Thousand Rice Hundred One Pages and
	65/100 (P 3.435.504.65), Philippine
Tur	rency, in consideration of the construction and only upon completion of the infrastructure works

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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;

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

3

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

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

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place
HON RESECCA A YNARES Pampon No. P8239281A August 5, 2028 Manila

Dank Lie h gray 120-271-174

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

Construction of 2 storey Theres Sultipurpose Suilding at Vista Verds Executive Village Phone 4, Srgy, San Isidra, Cainia, Simil

WITNESS MY HAND AND SEAL thin day of 0.5 July 2021 Rical Provincial Capitol,

Doe No. 22 Page No. 22 Book No. Series 30 24

ATTY, MARIA SALVERDRAYA-ADAMA-HOTARIAL D. - KISSIDII DIO 20-07 INPLIFET AT ROLL DI DON'T/ DIZAL ROLL DEA TROBES NO. 35.320 FEM NO. 1550 TEST DEZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July 2021

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

Dear Mr. Manlapit

The attached Contract Agreement having been approved, notice is bereby given to L. EUSEBIO ACE DEVT. CORP. that work may proceed on the Asphalt Overlaying/Concrete Reblocking (portion) of Road at Purok 7, Brgg. Palay-Palay, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. PNARES

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

7621

JUAN PÁOLO MIGATEL E. MANLAPIT

06/07/2021# 6

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PRO	OVINCIAL GOVE	KNMENT OF RIZ	AL, a local gover	mment unit,	duly organized and
existing under	Republic Act No.	7160, with scat	of government at	t the Rizal	Provincial Capitol,
					ented in this act by
its GOVERNOR	HON REBECCA	A. YNARES, here	in referred to as th	e PROVINC	E; and

its GOVERNOR, HON. REBECCA A. YNARES, herein refe	le proprietorship/private corporation c	
organized and existing under the laws of the Republic of the and office address at Fully City Proprietor/President/ General Manager, Juan Fully Rigue citizen, single/married, resident of Fundy City CONTRACTOR WITNESSETH, That,	and herein represented by al Z. hamlanit of legal my. Frily	rts data
WHEREAS, the PROVINCE declares that certain in pursuant of the Sangguniang Panlalawigan Ordinance No.	2 s+ 2024mody:	
Amphelt Courleying/Concrete Sublock (por Palsy-galoy, Jalejala, Rizol	rtion) of Road at Farok 7, Erar	•
WHEREAS, the CONTRACTOR, warranting that it to undertake the above said infrastructure works, has been do Bid in a public bidding held last #### 7, 2021	clared as the Lowest Calculated Respons	ave
the construction and completion of the above said infrastruc- following standards set forth in the bid documents, approved p consideration of the amount of Eleven Hillion Four Two limited seventy Three Fence and 59/100 (P	cture works strictly in accordance with plans, program of works and specification r limited Thirty Thoma Thomand	the n in

1. The whole works subject matter of this Agreement shall be completed within (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents

which are integrated herewith and incorporated herein by way of reference, namely:

a. SP Ordinance No. OF #4 2021

b. Certificate of Availability of Funds

Scope/Program of Work and Detailed Estimate

d. Drawing, Plans and Specifications

e. Construction Schedule

f. Request for Expression of Interest

g. Bidding Documents including all the documents tax now a serviced . Les arrange hidder/s two (2) bidding envelopes

h. Bid Security

i. Addenda and Complemental Bulletins

Contract and the Contractor's Contouring several in men

k. Codd Line To a Late/NFCC/Certificate of Cash Deposit new of in accordance to the Rules and Regulates implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Bundred Thirty Dires Thousand Top Similard Seventy Torse Pennon and 89/100 (P 11 h 12 275 mg), Philippine Currency, in consideration of the construction and only upon completion of the intrastructure 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.
- 3. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Three Hallen Four Bundled Tourity Fine Thousand for Employee Hallen Four Bundled Tourity Fine Thousand Philippine Currency, in the form of Ferformance 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 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 coxt 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;
- 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 eleanance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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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 6 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 ant 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.

WHIREOF, the parties have hereunto signed this Agreement this day of nt Antipolo City.

ambbio les Nevita Gorpa

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

June Poulo Michael P. Hamlapit

Proprietor Manager/President

By:

REBECCA A. YNARES Governor

WITNESSES

MA, VICTORIAB, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Name/Entity

Valid ID Presented

Date

Place

HON REDECCA A YNARES

Pasaport No. P8239281A

August 5, 2028

Mismila

June Faulo Hignel F. Semlandt 000-159-517

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

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

Amphalt Overlaying/Congrete Heblocking (portion) of Road at Purck 7. Broy. Palsy-Psisy, Jalajsis, Minal

WITNESS MY HAND AND SEAL this

day of 0 5 JUL APRIZED Provencial Capitol,

Antipolo City.

Diese Nor. Page No.

Book No. Series 20 24 MNOTARY PUBLICE 11, 2021

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#PLUEL ++

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 2021

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manifa

Dear Mr. Cacho:

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

ANROL CONSTRUCTION—that work may proceed on the

Asphalt Overlaying Concrete Reblocking (portion) of Borja St., Brgg. 2nd District, Julajula, 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. WNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2000

06/07/2021#7

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
	existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol.
	Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
	its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE, and
	IG COVERNOR. HEN, REDECCO A. AMARIAS, MARIA MELLING MARIA MARIANTANA
	corol Construction , a sole proprietorship/private corporation, duty
	organized and existing under the laws of the Republic of the Philippines, with principal place of business
	and office address at Funte Ditt . and herein represented by its
	Proprietor/President/ General Manager, 11 manager of legal age, Filiping
	citizen, single/married, resident of page berginafter referred to as the
	CONTRACTOR, WITNESSETH, That,
	The second secon
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
	pursuant of the Sangguniang Panlalawigan Ordinance No C2 a ## 2021
	and it worksying/onegrate mebinesing (station) of Merris the Broy
	put pretriet, relatels, Risel
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
	to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
	Bid in a public bidding held last June 7, 3027 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 first The Penns and 10/100 (P 1,542,002,40), Philippine Currency
	COMP TO THE PROPERTY OF THE PR
100	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto
4	bereby agree as follows:
80	1. The whole works subject matter of this Agreement shall be completed within
	(60) calendar days, in accordance with the provisions of the Bid
	Documents, Approved Plans, Program of Works and Specifications and supporting/related documents
	which are integrated herewith and incorporated herein by way of reference, namely
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18-6	a. SP Ordinance No. Co. + = + = = = = = = = = = = = = = = = =
10	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications
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	e. Construction Schedule
7	Construction Schedule Request for Expression of Interest Bidding Documents including all the documents/statements contained in the winning.
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Sal Sal	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 cuvelopes h. Bid Security
3	e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/stataments contained in the winning bidder/s two (2) bidding cuvelopes h. Bid Security i. Addends and Supplemental Bulletins
of Jan	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 cavelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto
10/10/	e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/stataments contained in the winning bidder/s two (2) bidding cuvelopes h. Bid Security i. Addends and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Confirmity thereto. k. Credit Line Certificate/NFCC/Certificate of Cash Deposit insued in accordance to the
10,00	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 cavelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto.
R. G. Gent	e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit insued in accordance to the Rules and Regulations implementing R.A. No. 9184
42 9. Gar	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 cuvelopes 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 insued 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
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40 9. gar	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 cuvelopes 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 insued 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
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Currency, in consideration of the construction and only upon completion of the infrustructure works unless otherwise agreed by the parties, subject of this Agreementss 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_ 14612,952,19), Philippine

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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 Four Handred Highty Three Showand Eight Hundred Highty Davis Feeds and 66/100 (P 437,807,66)

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

Philippine Currency, in the form of Ferference 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;
- 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 tempinate the contract, without prejudice to other courses of action and remodies available under the circumstances."

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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.
- 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 Boreau of Internal Revenue and a copy of its income and business tox 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

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 heacto to agree in writing 7 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative functions 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.

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

	the parties have hereumo signi Antipolo City.	ed this Agreement t	hisday of
marol Cometruction	RIZAL PI	ROVINCIAL GOVE	ERNMENT
Entity/Firm/Corporation By:	By:	6	54
Proprietor Manager President	R	EBECCA A. YNA	RES
1	WITNESSES	00-0005 3	
188	Western-Witten	201	
LOLITA DE DE GUADIA	N_ M/	L VICTORIA В. Т	EJADA
NO	TARIAL ACKNOWLEDGE	IENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.	7		
BEFORE ME, a Notary Pub	lic for and in Antipolo City, po	rsonally appeared th	e following
Nume/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Clarence Georg	511-542-575		
all known to me and to me known acknowledgment that the name is their present.			
This instrument, consisting of written and has been signed by the part	of three (3) pages meluding this tim bereto in each and every pag		
and Matrict, Julajala, Fin	correte Newlocking (per al	cton) et Surja	tes irgs.
WITNESS MY HAND AND : Antipolo City.	SEAL thisday of []_	5 at Riza	Provincial Capitol,
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Series 20-24	Note		Transfer of the second

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 2021

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

Dear Mr. Manlapit

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

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

Construction of Stone Masonry for Slope Protection (portion) of Felipe Braza

Creek at Shio Naglabas, Brgs. Pagkatinawan, Jalajala, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

7.620%

JUAN/PAOLOSMIGUEL E. MANLAPIT

06/07/2021=8

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
L. Sunebio see 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 Pauli USAY and berein represented by its Proprietor/President/ General Manager, Wilson Paulio Highest Paulio Highest of legal age, Filipine citizen, single/married, resident of Paulio USAY 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. 22 5 5 2021 namely:
Construction of Stone Smeonry for Slope Protection (portion) of Velipe Hraga Creek at Sitio Haglabas, Hrgy. Pagkerlinamen, Julajalo, 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 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accombine with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount o
Consideration of the amount of
1. The whole works subject matter of this Agreement shall be completed within Two Standard Forty (200) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
a SP Ordinance No. 02, m. 2021
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 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 Thomas Four Hills Hundred Fifty Thomas Two Dandred Figures France and 50/100 (P. 14.950.218.60), 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.

A

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise mornistent 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 cantulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or tenninate the contract, without prejudice to other courses of action and remodies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 inspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and doly validated with the tax payments made thereon.
- A5. Any and all disputes arising from the implementation of this Agreement shall be imburied to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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 flavor 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/numicipality 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/Prem/Corporation By: By: REBECCA A. YNARES Proprietor Manager President Governor & WITNESSES DE GUZMAN _ NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 15.5 BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Nume/Entity Date Place HON REBECCA A YNARES Passport No. P8219281A August 5, 2028 Manila Prop Spile Pignet To Verlagit Constituted all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Construction of Stone Seasony for Home Totaction (portion) of Telipe what treet it dite Statemer, bray, Camblinger, Jelniele, Bleet day of 0 5 JUL 200 Rizal Provincial Capitol, WITNESS MY HAND AND SEAL this Antipolo City. Date No: HOLAGIARY PUNITE STATES Page No. Book No. Series 10 7/ NOTABLE CHANGE HE 20-07 BPLIFE DE 2011 TERATORIZAL ROLL OF A TIME EV MA. 55310

01# NO. 155517 49/ RFZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 2021

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

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

ANROL CONSTRUCTION—that work may proceed on the

Constn. of Stone Masonry for Slope Protection (portion) of Turning River, Brgs. Bagumbong, 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. VNARES

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

LARENCE C. CACHO

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 at existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capital Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act is GOVERNOR, HON REBECCA A. YNARES, beroin referred to as the PROVINCE; and
ARYAL Construction a sole proprietorship/private corporation, du
organized and existing under the laws of the Republic of the Philippines, with principal place of busine and office address at Fuels City and herein represented by Proprietor/President/ General Manager, City and herein represented by of legal age, Filipin entiren, single/nurried, resident of Tuning City hereinafter referred to as if CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. See 10 20 20 20 20 20 20 20 20 20 20 20 20 20
Construction of Stone Manuary for Slope Protection (portion) of Turniss Siver, Brys. Enguntong, Jalajain, Sisat
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 in a public bidding held last
Two Hundred Seventy Feron and 55/400 (P 5,573,270,50), Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:
The whole works subject matter of this Agreement shall be completed with the provisions of the Bi- Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of inference, namely. The whole works subject matter of this Agreement shall be completed with the provisions of the Bi- Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of inference, namely. The whole works subject matter of this Agreement shall be completed with the provisions of the Bi- Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of inference, namely.
a. SP Ordinance No. 024 54 3024
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
Addenda and Supplemental Bulletins Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit maned 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 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 PESO
Four Hillian Pire Jundred Seventy Tures Transport Top Sundred Seventy Percy
and 39/100 (P + 971, 270, 39), Philippin
Currency, in consideration of the construction and only upon completion of the infrastructure work unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. One RELLEGAT Three Hundred Seventy One Thomas of Rendered State Contractor and 12/120 (P 1,371,521,42).)

 Philippine Currency, in the form of FETO Treatment bond as a measure of guarantee for the fluithful 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 Fuilures" 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 writ:

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

and remedies availab

- 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 heremafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns daily 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

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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 9 to ensort to other alternative modes of disputes resolution.

Without prejudice to administrative sunctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and resultation 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/me located.

works is/are located.		s outer o	w
	, the parties have hereunto : Autipolo City.	igned this Agreement	this day c
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Emity/Firm/Corporation		trans.	0.0
By: bl. b. l. l	By:	6	
Proprietor/Manager/President		REBECCA A. VN/	
	WITNESSES	*2 ********** [Paul 1	
190)	wantesex:	0.1	
LOLITA B. DE LOZM	AN_	MA. VICTORIAB.	TEJADA
/ N	OTARIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY) S	(S) S.S.		
BEFORE ME, a Notary Pu	ablic for and in Antipolo City	, personally appeared	the following
Namo/Entity	Valid ID Presented	Date	Place
HON REHECCA A. YNARES	Passport No. P8239281/	August 5, 2028	Manila
Clarence Coche	151+542+125		
all known to me and to me know acknowledgment that the same is the present. This instrument, consisting written and has been signed by the p	eir free voluntary act and dec of three (3) pages including	d as well as the entity to this page wherein this	that they respectively s acknowledgment i
Construction of Ste River, Srgr. Hogostong, Ja	na Masoney for Slope Injala, Missl		on) of Turnisa
WITNESS MY HAND AND	SEAL thisday of	of an analysis sta	cal Provincial Capito
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 2021

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

Dear Mr. Manlapit.

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

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

Constn. of Stone Masonry for Side Protection (partion) of Creek at Puruk 6, Brgc. Rayugo, 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 ADNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

7620%

JUAN PAOLO MIGUEL E. MANLAPIT

06/07/2021# 11

KNOW ALL MEN BY THESE PRESENTS:
This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with 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
La Standble are 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 Phate City and berein represented by its Proprietor/President/ General Manager, Juan Paulo httpull Panalamit , of legal age, Filipino citizen, single/married, resident of Panig City bereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No
Construction of Stone Sammary for Side Protection (portion) of Greek at Parok 6, Sampy. Sayrago, Jelejala, 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
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
The whole works subject matter of this Agreement shall be completed within the Hundred State (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: Complete Comple
a. SP Ordinance No. 02 m. 2021 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 cavelopes

h. Bid Security

Addenda and Supplemental Bulletins

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

k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

Eight Rillion Nine Jundred Histy Thomsond Two Jundred Thirty Hight Lence and

(P. 5,960,238,56), 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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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5, it is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Killiam Mix Rundred Minty Mint Thomsand Seventy Con Fares and 57/100 (P 2,656,071.57)

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

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- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the apperformed portion for every day of delay. Once the cannulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or 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 sale responsibility of the CONTRACTOR;
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- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elegrance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15 Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. \$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



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

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

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

IN WITNESS WHEREOF, the parties have bereauto signed this Agreement this 702 at Antipolo City RIZAL PROVINCIAL GOVERNMENT Mumblo of Entity/Firm/Corporation By: By: Just Pule his To Menlacit Governor 6 Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA A B. DE GUZMAN _ NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Dute Place HON REBECCA A. YNARES Pasaport No. P8239281A Appenix 5, 2028 Manile Just Paulo Signal F. Homlasia 000-150-917 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 act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Construction of Stree Masonry for Nide Protection (portion) of Greek at Parch 6, Bray, Bayers, Jolajain, Risel at Rivel Provucial Capitol, WITNESS MY HAND AND SEAL this Antipolo City. planta same Doc No. Pre= No. DIARGROTARY PUBLIC 2021 Book No. 20-07 B7 (FEED V 1011 of 92047/01241 Suries 2004 ACTIONATION ET HS. 55320 PTA NO. 15581749/ 81741



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

05 July, 2021

MR. BRIAN D. FERIDO DUKHEA CONSTRUCTION Binangonan, Rizal

Dear Mr. Ferido:

The attached Contract Agreement having been approved, notice is hereby given to DUKHEA CONSTRUCTION—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Bayaga Elam. School, Brgp. Bayaga, Julujala, 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. DNARES

Governor &

Lacknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder;

BRIAND FERIDO

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 existing under Republic Act No. 7160, with seat of govern Circumferential Road corner P. Oliveros St., Brgy. San Roque, Acts GOVERNOR, HON REBECCA A YNARES, herein referred	ment at the Rizal Provincial Capitol Antipolo City, represented in this act by
organized and existing under the laws of the Republic of the Phil and office address at	and berein represented by its
Proprietor/President/ General Manager, citizen, single/married, resident of CONTRACTOR WITNESSETH, That,	of legal age, Filipino bereinafter referred to as the
WHEREAS, the PROVINCE declares that certain infras- pursuant of the Sangguniang Panlalawigan Ordinance No.	
A major I work of many major of many model to the	O-ter Southfine & Oysless)
WHEREAS, the CONTRACTOR, warranting that it has to undertake the above said infrastructure works, has been declare Bid in a public bidding held last	ed as the Lowest Calculated Responsive is accepted and buids itself to undertake it works strictly in accordance with the its program of works and specification in
The first same and orders (P.). Philippine Currency
The whole works subject matter of this Agr	ordance with the provisions of the Bid ions and supporting/related documents
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/statens bidder/s two (2) bidding cuvelopes	ents contained in the winning
h. Bid Security	
 Addends and Supplemental Bulletins Notice of Award of Contract and the Contractor's Confe 	and the state of
k Credit Line Certificate/NFCC/Certificate of Cash Depor	
Rules and Regulations implementing R.A. No. 9184	THE PROPERTY OF THE PROPERTY OF THE
TO THE PROPERTY OF THE PROPERT	Darris (1984) prints (2000) Discourant Services (2000) Delicate (2000)
In consideration of the payment to be made by the Pl latter hereby covenants with the PROVINCE to construct and com	
this Agreement in conformity with the province of the Contract,	prose the more more managers or
3. The PROVINCE hereby covenants to pay the CO	NTRACTOR the amount of PESOS
The name of the transfer of the body	
	- AC
Currency, in consideration of the construction and only upon or unless otherwise agreed by the parties, subject of this Agreementa manner prescribed by the Contract and specified in the Bid and as:	s a contract price at the time and in the

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government insurumentality to secure this Contract;
- Contractor undertakes to post a warranty security to marrantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Commeter'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 Equidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries 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.
- 7. The implementing rules and guidelines regarding adjustment of Contract Price and/or change 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 mennings as cospectively 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 contile 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 urbitrators under Republic Act No. 876, also keepes as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction ledustry 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 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 figurdated 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/ure located.

IN WITNESS WHERE	OF, the parties have hereumo at Antipolo City.	signed this Agreement	this day of
No.	249157	in commonweapens covered	ana sangan pangan
Entity/Firmy/Corporation		L PROVINCIAL GOV	FERNMENT
Cambi Corporation	H.	14	
By:	By:	40	
Briss Fridge		REBECCA A. YNA	DPC
Proprietor/Manager/Bresiden	0	Governor d	
1	WITNESSES	-	
(i		-	7:
LOLITA B. DE GUZ	MAN	MA. VICTORIA	TEJADA
*(NOTARIAL ACKNOWLE	GMENT	
REPUBLIC OF THE PHILIPPIN	(ES)		
The majorated of Var Lab Alba Lab Lab Comment and the Comment of t	S.S.		
BEFORE ME, a Notary	Public for and in Antipolo City	, personally appeared t	he following
Name/Entity	Valid ID Presented	Date	Place
HON REHECCA A. YNARES	Pamport No. P\$239281./	August 5, 2038	Manile.
Brion Ferido	300-215-162		-
all known to me and to me kno acknowledgment that the same is a present.	wn to be the same person's w their free voluntary act and dee	the executed the foregot as well as the entity the	oing instrument and out they respectively
This instrument, consistin written and has been signed by the	g of three (3) pages including puries hereto in each and every	this page wherein this page hereof, refers to th	acknowledgment is a Agreement for
Genetroetten/From	icion of Such Pecilitie Brsy Boyage Jalajela,		tos à Offices)
WITNESS MY HAND AN	TD SEAL thisday of	0 5 AL 2021 of Prins	l Provincial Capitol
Doc No. /574		\sim	hs.
Page No. 15		ATTY, MARIA YM	AEBIERY-MANA
Book No. 2 Series 20.21		HO NOTARY PU	
		MATABIAGO - MI	U HOO AND CALLED VAN
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

95 July, 2021

MR. JAMES G. NORA J.G. NORA BUILDERS Morong, Rizal

Dear Mr. Nora:

The attached Contract Agreement having been approved, notice is hereby given to J.G. NORA BUILDERS—that work may proceed on the Constn. of Box Culvere Drainage Canal at Brgs. San Gaillerma & Brgs. Malaya, Morong and Pillia, 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. WARES

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

7 C 24 N

JAMES G. NORA

CONSTRUCTION AGREEMENT 3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

the Millian -ishty Three Thousand -ishty -ight I sees and 25/400 (P 1,0 1,0 1). Philippe
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESC
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, t latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject this Agreement in conformity with the province of the Contract;
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
h Bid Security L Addenda and Supplemental Bulletins
bidder/s two (2) bidding envelopes
f Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning
c. Construction Schedule
d. Drawing, Plans and Specifications
c. Scope/Program of Work and Detailed Estimate
b. Certificate of Availability of Funds
a. SP Ordinance No. 23, s. 2020
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
hereby agree as follows: 1 The whole works subject matter of this Agreement shall be completed with
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here
(P 1,553,553.53), Philippine Currence
following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of the amou
the construction and completion of the above said infrastructure works strictly in accordance with
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsible in a public bidding held last
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competer
College and the state of the st
Donate like of Son Delvert/Oreinige Conel at Sign. Son Smillermo
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniane Panlalawigan Ordinance No. 234 ## 2020 namely
CONTRACTOR, WITNESSETH, Thus,
citizen, single/married, resident of . bergmafter referred to as
and office address at HOPERS 82 mal , and herein represented by Proprietor/President/ General Manager, 1988 - 1989 , of legal age, Filip
organized and existing under the laws of the Republic of the Philippines, with principal place of busin
a sole proprietorship/private corporation, d
its GOVERNOR, HON REBECCA A. YNARES, herein referred to as the PROVINCE; and
Circumferential Read corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act
existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Capit
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

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 Torre Number Team to Tea

- 6 Contractor undertaken 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-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Emity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

- Hill 33-11 -	t Antipolo City.		
	RIZAL P	ROVINCIAL GOV	ERNMENT
Entity/Firm/Corporation		J.	
By:	By:	A	
A. W.		····	ELECT.
Proprietor/Manager/Provident		Governor®	RES
7	WITNESSES -		
/4	THE THEODER	8	
LOLITA & DESEUZM			201120
LOLITA B. DEGLOZAL	AN M	A. VICTÓRIA B. T	EJADA
. 6 N	OTARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY)S	(S) i.S.		
BEFORE ME, a Notary Pa	blic for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REHECCA A YNARES	Развроп № Р8210281.4	August 5, 2028	Manila
	-#12+551+555		===
all known to me and to me known acknowledgment that the same is the present. This instrument, consisting	to be the same person's who are free voluntary act and deed as of three (3) pages including this	executed the forego well as the cutity the	nig instrument and at they respectively
all known to me and to me known neknowledgment that the same is the present. This instrument, consisting written and has been signed by the particular and has been signed by the particular and has been signed.	of three (3) pages including this rues bereto in each and every pag	executed the forego well as the entity the page wherein this is a hereof, refers to the	instrument and it they respectively school before it is a speciment of the control of the contro
all known to me and to me known acknowledgment that the same is the present. This instrument, consisting written and has been signed by the partitle and has been signed by t	of three (3) pages including this rues hereto in each and every pages.	executed the forego well as the entity the page wherein this is a hereof, refers to the	instrument and it they respectively school before it is a speciment of the control of the contro
all known to me and to me known acknowledgment that the same is the present. This instrument, consisting written and has been signed by the partitle and has been signed by t	of three (3) pages including this rues bereto in each and every pag	executed the foregoned as the entity the page wherein this is thereof, refers to the	instrument and it they respectively sciency/ledgment is Agreement for:
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WITNESS MY HAND AND	of three (3) pages including this rues bereto in each and every pag	executed the foregoned as the entity the page wherein this is thereof, refers to the	ring instrument and at they respectively scknowledgment in Agreement for:

PARTITION AND ASSESSMENT OF THE PARTITION ASSESSMENT OF TH



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

65 July, 2021

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

Dear Mr. Mnalapit:

The attached Contract Agreement having been approved, notice is hereby given to 1. EUSEBIO ACE DEVT. CORP. that work may proceed on the Asphalt Overlaying/Concrete Reblocking (portion) of E. Dela Paz Road, Brgg. Maybancal, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

7.6 20%

JUAN PAOLO MÍGUEL E. MANLAPIT

06/07/2021# 14

CONSTRUCTION AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This ACREEMENT made and entered into by and netween.
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, berein referred to as the PROVINCE; and
Le Timebio des Development Gorge a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Feels Gity and berein represented by its
Proprietor/President/ General Manager, June Funlo Historia F. Fanlanta , of legal age. Filipine
entizen, single/married, resident of Fanta CLty bereinafter referred to as the
CONTRACTOR, WITNESSETH, That,
STEEDINGS CONTRACTOR IN THE ST. S. S. S. S. S.
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangginiang Panlalawigan Ordinance No. 55 + 5 2021 namely
sminist Overlanding Concrete Retineting (nortice) of U. dela For Hood,
May. Septemberl. Sorong, Simil
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 ************************************
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 Seventuen Million Mine Hundred id steen Thousand
Hight Hundred Seven Perco and 30/100 (P 17, 516, 107, 10), Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties benefit

bereby agree as follows:

- 1 The whole works subject matter of this Agreement shall be completed within (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 05, 11, 2021
 - 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 insued 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 Seventeen Hillion lies lies and lies are lies and lies and lies and lies are lies and lies and lies are lies are lies are lies and lies are lies are lies are lies and lies are lies ar 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 First Millian Three Hundred Seventy Five Thousand Forty Two Fesos and 19/100 (PS. 375.042.19)

 Philippine Currency, in the form of Forfareance Bend as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty 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. 7150, 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 apperformed portion for every day of delay. Once the cannulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for my injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them
 in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

Jurisdiction over civil cases or mit 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 specie de Devit. Corp. Entity/Firm/Corporation By. Bý: Sum fundo simula Governor3 Proprietor: Managor President WITNESSES UZMIAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) 8.5. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Date Valid ID Presented Place Namo/Entity HON REBECCA A. YNARES Pasaport No. P8239281 A August 5, 2028 Manila Just Paule Hignel P. Namlerit 000-159-947 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties bereto in each and every page hereof, refers to the Agreement for include Overlaying Comprete Schloding (purties) of Se dela Fas Read begy. Payboncal, Morong, Rizal day of 0 5 JUL 2024 Rizal Provincial Capitol. WITNESS MY HAND AND SEAL this Antipolo City. MASING ALVE RUBBYA-104HO: Doc No: 14 Page No. NOTABLE STOPPARTITION OF THE 1 2021 Book No. HOTAMIAL CERVISION NE. 20-07 Series 2024 TEP LIFE TATE OF AN DEAT THEZAL note of a Tire it - Six stidto

PTP NO. 1551174W HIZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 2021

ENGR. PORFIRIO P. MINA JRD-D2 ENTERPRISES Tamay, 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 at San Geronimo St., Brgy. San Jose, Morong, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder

PORFIRIO P. MINA

7.6-30

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

JED-DZ Enturyrines	a sole proprietorship/private corporation, dul-
and office address at	epublic of the Philippines, with principal place of busines and herein represented by it
Tropictory residence crement residence	of legal age. Filipine
CONTRACTOR WITNESSETH, That,	hereinafter referred to as the
THE PARTY OF THE P	
WHEREAS, the PROVINCE declares	that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordi	nance No. State 13351 namely
	the second secon
appealt Courtering as wen der	roning At., Proy. Son Jose Morong, Hisal
appoint Courtoping on Sen Cor	ronino At., Prey. Son Joos Morong, Himal
(2) (2) 5	IV 190 2X
WHEREAS, the CONTRACTOR, war to undertake the above said infrastructure work	ranting that it has the financial and, technical competences, has been declared as the Lowest Calculated Responsive
WHEREAS, the CONTRACTOR, war to undertake the above said infrastructure work Bid in a public bidding held last	ranting that it has the financial and, technical competences, has been declared as the Lowest Calculated Responsive has accepted and binds itself to indertake
WHEREAS, the CONTRACTOR, war to undertake the above said infrastructure work Bid in a public bidding held last	ranting that it has the financial and, technical competences, has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake said infrastructure works strictly in accordance with the
WHEREAS, the CONTRACTOR, war to undertake the above said infrastructure work Bid in a public bidding held last?. the construction and completion of the above following standards set forth in the bid document	raining that it has the financial and, technical competences, has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake said infrastructure works strictly in accordance with the last, approved plans, program of works and specification in
WHEREAS, the CONTRACTOR, war to undertake the above said infrastructure work Bid in a public bidding held last	raining that it has the financial and, technical competences, has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake said infrastructure works strictly in accordance with the last, approved plans, program of works and specification in the firm of the last and specification in the last of the last and specification in the last of the last and specification in the last of
WHEREAS, the CONTRACTOR, war to undertake the above said infrastructure work Bid in a public bidding held last?. the construction and completion of the above following standards set forth in the bid document	raining that it has the financial and, technical competences, has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake said infrastructure works strictly in accordance with the last, approved plans, program of works and specification in the larger fluorized of these Thomas declared fluorized flu
WHEREAS, the CONTRACTOR, war to undertake the above said infrastructure work Bid in a public bidding held last ?. the construction and completion of the above following standards set forth in the bid documer consideration of the amount of PATELLE PROPERTY Three and PATELLE and PATELLE and PATELLE and	raining that it has the financial and, technical competences, has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake said infrastructure works strictly in accordance with the last, approved plans, program of works and specification in the firm of the last of the l

- a SP Ordinance No. 05, P. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e Construction Schedule
- f Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- Notice of Award of Contract and the Contractor's Conformity thereto.

which are integrated herewith and incorporated herein by way of reference, namely.

- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.
- 3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS.

 The hillies Throu shundred likewes Phonesia and inside of Sweety Zarne successor and 10/100 (P = 10 + 20 + 20 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 Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Rid and as agreed upon by the Contractor:

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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;

- 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;
- 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.
- 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, fullure 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 huminess 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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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 perturent 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 counsit 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/arc located.

BUWITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City RIZAL PROVINCIAL GOVERNMENT distributions. Emoty/Frent/Corporation Hv. By. REBECCA A YNARES Proprietor/Manager/President Governory' WITNESSES DE GOZMAN PALIA H TETADA NOTARIAL ACKNOWLEDGMENT: REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 155 BEFORE ME, a Norary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Ptace HON REBECCA A. YNARES Pasiport No. P8239281A August 5, 2028 Manibi 15-122-384 Forfirio Nina all known to me and to me known to be the same person's who executed the foregoing miniment and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page bereof, refers to the Agraement for

ambult overlaying at Man Caroniso St., Srgy, San Jone, Serong, Risal

WITNESS MY HAND AND SEAL this day of U.S. JUL 2004 Provincial County, Amipolo City

Due No. 13/
Proper No. 13/
Blook No. 24

Series 30 20

PIR NO. 155817497 REZAL

PIR NO. 155817497 REZAL



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

05 July, 2021

MR. CLARENCE C, CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is bereby given to
ANROL CONSTRUCTION—that work may proceed on the
Construction of 3-storey, 12-rooms Ynares School Building
at Lagundi Elem. School, Brgy. Lagundi, Maring, 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. VNARES

Governora

Lucknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

2520

LARENCE C. CACHO

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. 7163, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
ANROL CONSTRUCTION , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasig City, and herein represented by its Proprietor/President/ General Manager, CLARENCE CACHO, of legal age, Filipino citizen, single/married, resident of Pasig City, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 2, s. 2021 namely:
Construction of 3-storey, 12 rooms Ynsres School Building at Lagundi Elementary School, Brgy. Lagundi, Morong, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Three Hundred Eighteen (318) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. RPSB Res. No. 2, s. 2021 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
Thiston Six Millian Seven Hundred Nineteen Thousand Fight Hundred Sixty-Line
Dance # 14/100
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 Eleven Million Fifteen Thousand Nine Hundred Fifty-Eight Pesos & 34/100 Philippine Currency, in the form of <u>Performance Bond</u> as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement, and all (P_11,015,958.34 papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

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

the appropriate court of the city/mun works is/are located.	icipality of the Province of I	Rizal where the infra	structure project or
IN WITNESS WHEREOF, to	he parties have hereunto sign ntipolo City.	ned this Agreement to	his day of
ANROL CONSTRUCTION	RIZAL P	ROVINCIAL GOVE	ERNMENT
Entity/Firm/Corporation			
By: blb. bl	By:	6	
CLARENCE CACHO	Į.	REBECCA A. YNAI	RES
Proprietor/Manager/President		Governor 4	
/	WITNESSES		
<i>19</i> 7			
LOLITA B. DE GUZMAN	М.	A. VICTORIA B. T	EJADA
TON	ARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Publi	c for and in Antipolo City, po	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
CHARENCE CACHO	TIN NO. 151-542-125		
all known to me and to me known to acknowledgment that the same is their present.	free voluntary act and deed a	s wen as me entity to	at they respectively
This instrument, consisting of written and has been signed by the partic	three (3) pages including the es hereto in each and every page	ge hereof, refers to the	e Agreement for:
chool, Brgy. Lagundi, Morong	, Rizel		
WITNESS MY HAND AND SE	0	5 JUL 2021 at Riza	Provincial Canitol
WITNESS MY HAND AND SE Antipolo City.	EAL thisday of	at Niza	A .
Doc No. 162		\sim	E DUDONA ADAMO
Doc No(<u>6</u> 2 Page No 3.2 Book No 2		ATT YNU ANA Y PU	BLIC 21 2021
Series 20 21.		HOTARY PUBLICATION	30H NO. 29-07
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		AND THE PARTY OF T	0.6 CC25.3



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 2021

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to LEUSEBIO ACE DEVT. CORP. that work may proceed on the Asphalt Overlaying/Concrete Reblocking (portion) of M. Bautista St. to J. Pac St., Brgs. Wassa, Pililla, 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

I acknowledge receipt of this Notice on:

Authorized Signature
Name of the Representative of the Bidder

JUAN PAOLO MIGUEL E. MANLAPIT

7.5- 20 M

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 seat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act b its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE, and
L. EUSEBIO ACE DEVELOPMENT CORPORATION a sole proprietorship/private corporation, that organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Parig City and berein represented by it Proprietor/President/ General Manager, JUAN PAULO HIGUEL E. MANLAPIT of legal age, Filipin citizen, single/married, resident of Parig City 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. 02, #+ 2021 tunnely:
Amphelt Overlaying/Concrete Reblocking (portion) of No. Seutiete St. to J. Pas St., Ergy. News, Pilila, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, teclinical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 7 June 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 is consideration of the amount of Six Million Pive Hundred Six Thousand Twelve Pesses 6 05/100 (P 6,506,012.05), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties herete
bereby agree as follows:
The whole works subject matter of this Agreement shall be completed within One Hundred (100) calcodar days, in accordance with the provisions of the Bio 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. 02, #. 2021
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 Balletins
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 Six Million Pive Hundred Six Thousand Twelve Pegos & 05/100
(P 6,506,012.05), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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. One Million Nine Hundred Fifty-One Thousand. Eight Hundred Three Pesos 6 52/100 (P.1,951,803.52)

 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:
- Contractor undertakes to post a warranty security to goarantee performance of his responsibilities in case of "Structural Defects and Pollures" 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 Authiting 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 centracts executed in accordance with the Act and this IRR shall contain a provision on Inquidated damages which shall psyable 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 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 welface 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-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 and all disputes arising from the implementation of this Agreement shall be submitted to arbitration under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding decuments 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 inquidated 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 WINGESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. ELISEBEO MES DEVELOPMENT CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By By: JULIU PAULO HUGUEZ 2. MANAAPIT REBECCA A. YNARES Governor? Proprietor/Manager/President WITNESSES DE GUZMAN_ NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place: Name/Entity Pasaport No. P8239281 A August 5, 2028 Mamila HON REBECCA A. YNARES JUAN PAULO HIGUEL E. MANLAPIT TIN NO. 000+159-917 all known to me and to me known to be the name person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary and 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

Asphelt Overlaying/Concrete Reblocking (portion) of M. Bautista St. to J. Pas St., Bogy. Wave, Pilille, Risal

WITNESS MY HAND AND SEAL this ______day of 0 5 JUL 202 & Rizel Provincial Capitol, Antipolo City.

Doe No. /97 Page No. /// Book No. Series 20 ///

HOLAST POTARY PUBLIC: 1021 HOLASTAL CO VE TOUR NO. 20-07

ROTABIAL DO VISITOR NO. 20-07

IBPLIFET SE ENLINGUES AND ELYON

PIP NO. 1559174-9/01/24E



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

05 July, 2021

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

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

ANROL CONSTRUCTION—that work may proceed on the

Asphalt Overlaying/Concrete Reblacking (portion) of E. Tibay St., Brgg. Bagumhayan, Pililla, 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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

7.6.201

06/07/2021# 18

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

Circui	The PROVINCIAL ng under Republic inferential Road corn OVERNOR, HON, RI	Act No. 7165 er P. Oliveros EBECCA A. Y	, with seat of St., Brgy San R NARES, berein r	government oque, Antipo eferred to as	at the Rizal I lo City, represe the PROVINCE	Provincial Capitol ented in this act b E; and
	AKROL CORS	RUCKTON) a	sole proprie	orship/private	corporation, duly
organ	ized and existing und	er the laws of t	the Republic of t	he Philippine	s, with principa	d place of busines
med	office address at ictor/President/ Gener	Pugis	CHEA	200	nerein rep	resented by it
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CON	TRACTOR WITNES	SETH, That,	Tests Gity		and the second	icited to as the
pursu	WHEREAS, the Plant of the Sanggunian					
	Amphelt Overlayi Beguebayan, Pili	ng/Concrete lle, Risel	Reblocking	(portion)	of E. Tibey	St., Brgy.
Bid in the co follow consid	WHEREAS, the Colorake the above said a public bidding hele astruction and comp- ing standards set fort feration of the amounty-Piwe Peace 5	infrastructure d last 7 Jun letion of the a h in the bid do int of Eight	works, has been to 2021 those said infras- cuments, approve fundeed Six	declared as t , has acce tructure work ed plans, prop ty~Six The	he Lowest Cale pted and binds as strictly in ac gam of works a usend. Four. I	milated Responsive itself to undertake cordance with the and specification in
hereby	NOW, THEREFOR	RE, for and in	consideration (of the forego	ing premises.	the parties herete
	The whole was Sinty neats. Approved Plan are integrated herewith.	(_60) is, Program of	calendar days, Works and Spo	m accordance ecifications a	with the pro-	visions of the Bid
	a. SP Ordinance No	02. =. 20	21			
	b. Certificate of Ava	the state of the s				
	c. Scope/Program of	the first of the second of the second of the second				
	d. Drawing, Plans a					
	e. Construction Scho	reliate				
	f. Request for Expre					
	g. Bidding Documen			statements co	estained in the v	vinning
	bidder/s two (2) b	idding envelop	ics			
	h Bid Society	demonstration of	arine.			
	i. Addenda and Supp			ec. 1851. 1151	\$250.65	
	 Notice of Award of k. Credit Line Certif 	t Contract and	the Contractor s	Conformity	nereto	argersace
	Rules and Regulation				ed in accordance	c to the
	In consideration of creby covenants with recment in conformit	the PROVINC	E to construct an	d complete th		
um cig	Assured in conforming	with the prov	mee of the Conti	and,		
Piet	3. The PROVINCE at Hundred Sixty	Six Thousan	mants to pay that	ed Saventy	-Five Pesos	\$ 89/100
				(P:8	66,475.89). Philippine

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 accurity of PESOS. Two Hundred PIFTy-ffine Thousand Stine Hundred Porty-Two Pesos & 777/100 (P.259, 942.77)

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

- 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 control of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."

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

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

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

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

AHROL CONSTRUCTION	RIZAL PE	COVENCIAL GOVE	ERNMENT
Entity/Firm/Corporation			
By: Illour	Ðу	6	
CETATION CAPTIO	R	EBECCA A. YNA	RES
Proprietor/Manager/President		Governoc	
/	WITNESSES		
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/ ×	OTARIAL ACKNOWLEDGM	ENT	
	december the liberty of a ready of the Harrison in	000000	
REPUBLIC OF THE PHILIPPINI ANTIPOLO CITY	(SS) (S.S.		
BEFORE ME, a Notary Pr	ublic for and in Antipolo City, per	sonally appeared th	e following
Namo/Emity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P\$239281A	August 5, 2028	Manilu
	TIN NO. 151-542-125		
CLARENCE CACHO	121 104 204 204 220		
ill known to me and to me intown that the same is the resent. This instrument, consisting	o to be the same person/s who seir free voluntary act and deed as of three (3) pages including this	well as the entity the page wherein this	at they respectiv
acknowledgment that the same is the present. This instrument, consisting written and has been signed by the p	o to be the same person/s who seir free voluntary act and deed as of three (3) pages including this order hereto in each and overy pages	well as the entity the page wherein this shereof, selers to the	at they respective
all known to me and to me know acknowledgment that the same is the present. This instrument, consisting written and has been signed by the parents overlaying/Concrete	o to be the same person/s who eir free voluntary act and deed as of three (3) pages including this arties hereto to each and overy page RebLocking (portion) of	well as the entity the page wherein this shereof, selers to the	at they respective
all known to me and to me know acknowledgment that the same is the present.	o to be the same person's who eir free voluntary act and deed as of three (3) pages including this artist hereto in each and every page Reblocking (portion) of	well as the entity the page wherein this shereof, selers to the	at they respective acknowledgment of Agreement for Eugy.
all known to me and to me know acknowledgment that the same is the present. This matriament, consisting written and has been signed by the parepholic Overlaying/Concrete Segumbayen, Pilills, Risel WINESS MY HAND AND	o to be the same person's who eir free voluntary act and deed as of three (3) pages including this articularities hereto in each and every page Rebiocking (portion) of SEAL thisday of D	well as the entity the page wherein this a hereof, sefers to the E. Tibay St.,	at they respective acknowledgment of Agreement for the agreement for the agreement Capital Cap

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

03 July, 2021

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

Dear Mr. Manlapit

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVT. CORP. that work may proceed on the Asphalt Overlaying/Concrete Rebiocking (portion) of J. Tibay to Anievas St., Brgg. Wawa, Pililla, 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 NARES

Governor C

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder.

JUAN PAOLO MIGUEL E. MANLAPIT

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CONSTRUCTION AGREEMENT | CT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The	PROVINC	AL GOVE	RINMENT C	F RIZA	L a local g	overnme	nt umit	duly organ	tized and
existing un	der Republi	Act No.	7160, with	seat of	government	at the	Rizal	Provincial	Capitol,
Circumfere	ntial Road oc	oner P. Oliv	veros St., Brg	y. San B	loque, Antip	olo City	, repre	sented in th	is not by
its GOVER	RNOR, HON	REBECC	A A. YNARI	is, herei	n referred to	as the P	ROVI	NCE, and	

Circumferential Road comer P. Oliveros St., Brgy its GOVERNOR, HON, REBECCA A. VNARE	San Roque, Antipolo City, rep S, herein referred to as the PRO	presented in this act by VINCE; and
L. EUSPHIO ACE DEVELOPHENT CORRORATIO	a sole proprietorship/pri	vate corporation, duly
organized and existing under the laws of the Reput and office address at Pastic Cit. Proprietor/President/General Manager, JUAN Scitizen, single/married, resident of Pastic CONTRACTOR, WITNESSETH, That,	blic of the Philippines, with prir y and berein which MECHEL E. MANGAPITA	ncipal place of business represented by its of leval age. Filipino
WHEREAS, the PROVINCE declares that pursuant of the Sangguniang Panlalawigan Ordinar	t certain infrastructure works shale No. 144, # 2021	nould be constructed in namely:
Ascoult Overleying/Concrete Heblo	aiding (portion) of J. If	ibmy to Aniavam
WHEREAS, the CONTRACTOR, warrant to undertake the above said infrastructure works, h Bid in a public bidding held last 7 June 2021 the construction and completion of the above said following standards set forth in the bid documents, consideration of the amount of Two Hillion	has been declared as the Lowest has accepted and b d infrastructure works strictly approved plans, program of wo to Five Hondred Sixty-Th	Calculated Responsive inds itself to undertake in accordance with the rks and specification in pee Thousand Pour
Handred Eight Peros & 64/100	(P 2,555,408.84)	Philippine Currency.
NOW, THEREFORE, for and in considerately agree as follows:	cration of the foregoing premi	ses, the parties hereto
The whole works subject matter Sixty (60) calends Documents, Approved Plans, Program of Works which are integrated berewith and incorporated bec	or days, in accordance with the and Specifications and suppor	e provisionsof the Bid ting/related documents
S48555W 05- 221 57522231		

- a SP Ordinance No. 02, as 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- i. Notice of Award of Contract and the Contractor's Conformitythereso
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Million Five Handred Sixty-Three Thousand Four Handred Eight Pesos & (P 2,563,408,84), Philippine 84/100 Cirrency, 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 Agricinent, the Contractor has posted the required performance security of PESOS Seven Handred Sixty-Hine Thousand Twenty-Two Person # 65/100 (p. 769, 022.55)

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

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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 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;
- 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 elementee from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and fully 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 resent to other alternative modes of disputes resolution.

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

Jurisdiction over civil cases or sut 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. PUSEBIO ACE DEVELOPMENT CORFORATION RIZAL PROVINCIAL GOVERNMENT Entity/Agrim/Corporation By: By: JUAN MULO HIGHEL & MAKEAPTT REBECCA A. YNARES Proprietor/Manager/President Governops WITNESSES DE GUZMAN LOLITA I NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Arripolo City, personally appeared the following Volid ID Presented Date Place Namo/Entity HON KEBECCA A YNARES Passport No. 28239281A August 5, 2028 Manila JUAN PAULO MIGUEL E. MANIAPTI TIN NO. 570-159-917 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 violantary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties he reto in such and every page hereof, refers to the Agreement for Asphalt Overlaying/Congrete Reblocking (Fortion) of J. Tibey to Amieves St., Brgy. Wowe, Pilille, Ricel WITNESS MY HAND AND SHAL this at Rigal Provincial Capitol, day of Antipola City. Doc No. SUFAYA-ADAMD Page No. PUBLICE 31, 2021 Stook No. 30 VA 26-07 Section 20 2 1 CORP + T/ HIZAL MOLI -7 1 120

PIR NO. - LANDS WAZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 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

Constn. of Box Culvert at Kinahulugan Creek, Mataghak Feeder Road, Brgy, Bagumbayan, 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. TNARES

Governor 4

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

2-6-2011

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binongonou, Rivel and berein represented by its Proprietor/President/ General Manager, LAUGO P. URLAMAS of legal ago, Filipino citizen, single/married, resident of Binongonou, Rivel bereinster referred to as the CONTRACTOR WITNESSETH, That,

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

Construction of Box Culvert at Kinebulugen Creek, Metagbak Feeder Road, Bruy. Bagusbayan, Pililla, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last _7_June_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 plant, program of works and specification in consideration of the amount of _One_HILLION_Four_Hundred_Eighty=Five_Thousend_Three_Hundred_Sixty=Two_Passes & 20/100 _____(P_1,685,362,20__), Philippine Currency_

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

- The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. 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 Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Four Handred Eighty-Pive Thousand Three Hundred Sixty-Two Pesos 5 20/100 (P. 1,485,362.20), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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,

Se

- 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 Four handred Focty-Five Thousand Six Handred Eight Peops & 66/100 (P 645,608,66)

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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;
- 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 hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

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are within the competence of the Construction the

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

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

IN WITNESS WHEREOF, the p	parties have hereunto signe solo City.	d this Agreement th	isday of
CIT EBIADAS CONSTRUCTION CORPORA	TION RIZAL PR	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By: Reid	By:	*)
LAURO M. UBIADAS	R	EBECCA A. YNAF	TES
Proprietor/Manager/President		Gavernin	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for	RIAL ACKNOWLEDGM	S.Moure	
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Pasuport No. 198219281A	August 5, 2028	Manile
LAURO M. UBIADAS	TIN NO. 005-410-689		
all known to me and to me known to be acknowledgment that the same is their from present. This instrument, consisting of the written and has been signed by the parties?	e voluntary set and deed as ree (3) pages including the	well as the entity the page wherein this	at they respectively
Construction of Box Culvert at		Charles and the second of the second	

day of 0 5 JUL 200 Rical Provincial Capitol,

HOTALD SUBTARY PUBLIC 2021

NOTABOAL DESCRIPTION HT. 20-07

IBPLITETT - PALME 19047/RIZAL MOLL OF A TURNE FUE 55310 PIP NO. 1555/749/RIZAL

SERVING PROPERTY

Begunbeyen, Pilills, Rizel

Antipolo City

Doc No.

Page No.

Book No.

Secies 20 A

WITNESS MY HAND AND SEAL this.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 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

Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court & Stage ut Quisao National High School, Brgy, Quisao, 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,

REBECCAD. YNARES

I acknowledge receipt of this Notice on:

76254

Authorized Signature:

Name of the Representative of the Bidder

GERALD KENN SJ. BILOG

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. 7166, 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
tts GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE, and
GCE BUILDERS a sole proprietorship/private corporation, dul
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at Moreoug, Rixal , and herein represented by it
Proprietor/President/ General Manager, CFRALD KERN S.J. HILOG of legal age, Filipin
citizen, single/married, resident of Mocsaig, Rizel , hereinafter referred to an th
CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 6, s. 2020 namely:
Norwic/Nepsinting/Improvement of Ymeres Multi-Purpose Covered Court &
Stage et Quiseo National High School, Brgy. Quisso, Pililia, 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 multic bidding held last 7 home 2021 has accepted and binds itself to undertak
the construction and completion of the above said infrastructure works strictly in accomance with in
following standards set forth in the bid documents, approved plans, program of works and specification i
consideration of the amount of Oos Hillion Two Bundred Minety-Four Thousand One
Bundered Three Peros & 08/100 (P 1,294,103.08). Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heret
sereby parce as follows:
sereby agree as follows.
1. The whole works subject matter of this Agreement shall be completed within
The state of the s
Hinety (90) calendar days, in accordance with the provisions of the or
Documents, Approved Plans, Program of Works and Specifications and supporting/related document
which are integrated herewith and incorporated herein by way of reference, namely:
a SP Ordinance No. RPSB Res. No. 6, s. 2020
b. Certificate of Availability of Funds
e. 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/n 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
The probability of the control of the property of the second of the seco
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
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 PESO.
One Million two Handred Hinsty-Four Thousand One Handred Three Pasos 5.08/10
(P. 1, 296, 103, OS), Philippin
Currency, in consideration of the construction and only upon completion of the infrastructure work
inless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the
namer prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Handred Eighty-Eight Thousand Two Handred Thirty Pegos 4 92/100 (P 388, 23), 92)
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

- 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 consultative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all faws 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 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 sobneited to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

Jurisdiction over civil cases or unit 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 WHINESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. day of GKE EVILLERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By GERALD REAL S.J. REBECCA A. YNARES BILOG Proprietor/Manager/President Governor WITNESSES TA B. DE GUZMAN _ NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE MF, a Notary Public for and in Antipolo City, personally appeared the following Date Piace Name/Entity Valid ID Presented August 5, 2028 HON REBECCA A. YNARES Passport No. P8239281A Manila TTNND- 196-519-323 GERALD KERN S.J. BILOG all known to me and to me known to be the same person's who executed the foregoing instrument and present.

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

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

Nepsir/Repainting/Improvement of Ymares Multi-Purpose Covered Court & Stage at Quisso Hational High School, Brgy. Quisso, Pilills, Rizal

WITNESS MY HAND AND SEAL thin	day of 0 5 Jiff 300 at Rieni Provincial Capito
Antipolo City.	B-1

ATTY A THAT SALVE AVERTA-SOLMOS Doc No. 14/ Pego No HOTABETTAKY PUBLACE 31, 2021 Book No. MOTABOM CONVISERABLINO, 20-07 Series 20 DPLIFE TO THE BURNEY OF THE

ROLL SPATTOP/E/ 40.55310 PTP 45. 15581/19/H/24C



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

05 July, 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 2-Storey Frares Multi-Purpose Building (Daycare) at Divine Mercy Subd., Brgy, Guitnang Bayan I, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder.

7.6-20 M

RENATO C VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

	This ACREEMENT made and entered the by and between
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Autipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE, and
	LARD BUTLDERS a sole proprietorship/private corporation, duly
Children and	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Beres, Rivol and berein represented by its Proprietor/President/ General Manager, RENAID VILLABORAN , of legal age, Filipino citizen, single/married, resident of Beres, Rivol bereinafter referred to as the CONTRACTOR. WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalawigan Ordinance No. 23, v. 2020 namely:
	Divine Herry Subd., Hogy. Guitness Seyen I, Sen Natco, Strel
	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 7 June 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Handred Ninety-One Thousand Eight Handred One Percent 5 35/100 (P 391, 201, 33). Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within Forty-Five (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
ę	a. SP Ontinance 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
	Request for Expression of Interest Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
	h. Bid Security i. Addenda and Supplemental Bulletins
	 Notice of Award of Contract and the Contractor's Conformity thereto 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

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 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 Three Handred Pinety-Gee Thousand Eight Sundred One Pesos 4 55/100

(P_391,801.55____). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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. One Fundred Seventeen Thousand Five Bundzed Forty Pesos 5 47/100 (P_117,540,47))

Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto 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 cont of the imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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. Acry and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





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

Without prejudice to administrative 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 dumages 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 ____ 1 5 III ANA at Antipolo City. RIZAL PROVINCIAL GOVERNMENT LARD BUILDERS Entity/Firm/Corporation By: REBECCA A. VNARES RESIDENCE PROPERTY OF THE PROP Gaveenor € Proprietor/Manager/President WITNESSES MA, VICTORIA B. DE BUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) 18.5. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name Entity Passport No. P8239281A August 5, 2028 HON, REBECCA A. YNARES Mimils REPULTO VILLAROMAN TIR 60. 119-041-668 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 unlantary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Improvement of 2-storey Yource Multi-Purpose Building (Deyosre) at Divine Marcy Sold., Rogy. Cuitneng Payen I, San Mateo, Risel day of 11 5 at Rizal Provincial Capitol, WITNESS MY HAND AND SEAL this ___ Antipolo City. Dac No. Page No. HOTARY PUBLIC Book No. COTAMIN FOR CONTRACT OF UT Series 20 34 HIP LETERATE LLINGER TARRAL

TOLL TEATT WERE | HP. 35370 "I" HD 15561749/H1241



NOTICE TO PROCEED

05 July, 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

Construction of 4-Storcy, 12-Rooms Ynares School Building at Justice Vicente Santiago Elem, School, Brgy. Ampid II, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on

Authorized Signature: Name of the Representative of the Bidder:

06/07/2021# 23

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 716 Circumferential Road corner P. Oliveros its GOVERNOR, HON. REBECCA A. Y.	St., Brgy: San Roqu	e. Antipolo City, rep	resented in this act by
JRD-D ² ENTERPRISES	a sole	proprietorship/priva	ate corporation, duly
organized and existing under the laws of and office address at Tarmy Proprietor/President/ General Manager,	f the Republic of the P v. Rize1	hilippines, with prin	cipal place of business
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Tensy, Rizel		
WHEREAS, the PROVINCE de pursuant of the Sangguniang Panlalawiga	eclares that certain inf an Ordinance No. 325	frastructure works sh 3 Pes. No. 2, s.	ould be constructed in 2021 numely:

Construction of 4-storey, 12 rooms Yneres School Building at Justime Vicente Santiago Elementery School, Brgy. Ampid II, San Heteo, 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 __7 June_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 __Tolerty-Eight Hillion Forty-Eight Thousand Five remarked Hilmsty-Four Passon & 36/100 _____ (P. 38,068,556,35), 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 Three Hundred Fifty-Fight 358.) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely.
 - a SP Ordinance No. RPSS Rev. No. 2, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Thirty-Eight Hillion Forty-Eight Thousand Five Hundred Rinety-Four Puece 6

 36/100 (P_38_068_594_36_). 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 16Vert en 112m Four famoured Four tour incurrent required performance security of PESOS 11/100 (P 11,414,578.31)

Philippine Currency, in the form of Ferformance 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 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. 7180, 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 resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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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 sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of anyfull 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 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

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D 5 JUL 2021 #	, the parties have hereunto signs Antipolo City.	ed this Agreement th	nisday of
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Proprietor/Manager/President	R	Governor 4	RES
la,	WITNESSES	525	
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/ N	TARIAL ACKNOWLEDGE	TENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY) S			
BEFORE ME, a Notary Pu	blic for and in Antipolo City, po	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manife
PORPTRIO NUM	TIN HO. 000-159-917	i	
all known to me and to me known acknowledgment that the same is the present.	to be the same person's who no free voluntary set and deed as	executed the forego well as the entity th	ing austrument and at they respectively
This instrument, consisting written and has been signed by the pr	of three (3) pages including this attes hereto in each and every page	page whentin this to hereof, refuncto the	acknowledgment is Agreement for
Construction of 4-storsy, Vicente Sentisso Elementer	12 rooms Ynures School E y Sabool, Ergy. Ampid II	wilding st Just , San Mateo, Ri	ice izel
WITNESS MY HAND AND Antipolo City	SEAL thisday of []	5 .ICH 2029st Riva	Provincial Capitol
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 2021

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

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONST. that work may proceed on the Repair/Repainting of Ynares Sch. Bldgs. at Alas-Asin Elem. Sch., Sitla Alas-Asin, Brgs. Daraitan, 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. PARES

Governor o

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

EDWIN G FRANCISCO

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, berein referred to as the PROVINCE, and

THE ENTENDRISES AND CONSTRUX						
organized and existing under the laws of t and office address at Tex-					cipal place of represented	
Proprietor/President/ General Manager,			}		, of legal age,	Filipino
citizen, single/married, resident of CONTRACTOR WITNESSETH, That,	Teress,	Sigal		bereinafter	referred to	as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res., No. 2, g. 2021, namely

Receiv/Receinting of Intros School Buildings at Alex-Asin Elementary School, Sitio Alex-Asin, Bogy. Deraiten, Tenny, Rizel

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

- The whole works subject matter of this Agreement shall be completed within Eighty (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 berewith and incorporated berein by way of reference, namely:

 Output

 Description:
 - a SP Ordinance No. RPSE Res. No. 2, s. 2021
 - 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. Addendo 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 One Million Mine Hundred Twenty Thousand Five Hundred Fifty-Seven Pegos & 75/100 (P 1,920,557,75). Philipping 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 Five Hundred Seventy-Six Thousand One Hundred Sixty-Seven Pason & 33/100 (P_576,167,33)

 Philippine Currency, in the form of Performance Fond 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 Bulding 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 will

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 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 sulmimed 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 24 to resort to other alternative modes of disputes resolution.

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P. S. P. N. S. V. S. S. G. D. F. S. M. L. S. L.

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

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 hereunto signed this Agreement this rt 5 | | | 7071 at Antipolo City. EUF ENTERPRISES AND CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: COSTONIO REBECCA A. YNARES Proprietor/Manager/President Governord-WITNESSES MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manile. EDWIN FRANCISCO TIM NO. 133-189-396 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Repainting of Yneres School Buildings at Ales-Asin Elementery School, Sitio Also-Asin, Brgy. Dersitan, Teney, Risel WITNESS MY HAND AND SEAL this at Rigal Provincial Capitol, Antipolo City. Dec No. ATTY-RANKERSHOP Page No. Book No. NOTARY PUBLIC Sones 2074 MR AND THE 29167 HT-STEP E AND PROPERTY



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 2021

ENGR, CARLOS S. GERONIMO CSGER CONSTRUCTION CORP. Rodrigusz, Rizal

Dear Fingt, Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORP. that work may proceed on the Constr. of 3-Storey, 9-Rooms Visites Sch. Building at Buya Elem. School, Brgg. Fandang Kutyo, 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. YNRES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

7.6.2011

CARLOS S. GERONIMO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PR	OVINCIAL GOVE	ERNMENT OF RIZ	AL, a local gove	ernment unit,	duly organized and
existing under	Republic Act No	7165, with scat	of government :	at the Rizal	Provincial Capitol,
		iveros St., Brgy. Sai A.A. YNARES, here			sented in this act by E, and

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodrigues, Highl and berein represented by its Proprietor/President/ General Manager, CAPLOS GENERAL of legal age. Filipino citizen, single/married, resident of Rodrigues, Righl bereinafter referred to as the CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in purmant of the Sangguniang Panlalawigan Ordinance No. SPSB Bes. No. 2, #, 2021 namely.

Construction of 3-storey, 9 rooms Mosres School Building at Ilaya Elementery School, Brgy. Tendeng Kuryo, Temay, 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 \(\frac{7}{2} \) \(\frac{1}{2} \) \(

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 Threeo Hamilton (300) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. RPSB Res. No. 2, s. 2021
 - b. Certificate of Availability of Funds
 - E Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Scennity
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto.
 - k. Crodit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.
- The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Twenty-Six Million Four Hundred Eight Thousand One Burdred Fourteen Pesos 5 15/100 (P 25,408,114.16). 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 seeme this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven NIII on little Handcod Treasty-Two Thousand Four Handcod Tricty-Four Fasos 6 25/100 (P 7,922,434.25)

 Philippine Currency, to the form of Factorianne 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;

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.
- 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 contile 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 elemence 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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greez

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

IN WITNESS WHEN	tEOP, the parties have hereunto sign at Antipolo City.	ed this Agreement th	is day of
and the second s	SOUNDS FEMILIAR OF	Mariana da M	W.C. C. LOWER
CSGE CONTROLL OF COME	1 7 2 (2) 2	ROVINCIAL GOVE	RAMENT
MM .		8	
By: Gragan	By	1	
calles documo		EBECCA A. YNAI	RES
Proprietor/Manager/Presid		Governor	
/	WITNESSES -		
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LOLITA E DE GI	ZMAN M	A. VICTORIA B. T	EJADA
COLLINGEDES	NOTION TO THE PERSON AND THE PERSON		SEW COMP.
· · · · · · · ·	NOTARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIP ANTIPOLO CITY	PINES)) S.S.		
BEFORE ME, a Nota	ry Public for and in Antipolo City, p	crsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manile
CARLOS GERONINO	TIN NO. 009-082-732		-
all known to me and to me acknowledgment that the same present.	known to be the same person/s who is their free voluntary act and deed a	executed the forego a well as the entity th	ing instrument and at they respectively
This instrument, cons written and has been signed by	sting of three (3) pages including the the parties bereto in each and every pa	is page wherein this ge hereof, refers to th	acknowledgment is a Agreement for
Construction of 3-ste Brgy. Tendeng Kutyo,	rey, 9 rooms Ynares School Tenny, Riral	Building at Ilay	e elementary School
- NO 11 N		0 5 JUL 2021	
WITNESS MY HAND	AND SEAL thisday of _	Riza	Provincial Capitol,
Antipolo City.		78117	\
Doc No		ATTY. MARKES MAN	PRUBAYA-NIAMDE
Page No. 24 Book No. 2		NOTARY PL	BCIC 31. 2021
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 2021

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

Dear Mr. Manlapit

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVT. CORP. that work may proceed on the Improvement of Taptay—Ingono Coastal Road, 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. VNARES

l acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder.

76 201

JUAN PAQLO MIGREL E. MANLAPIT

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, 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 an the PROVINCE; and

L. ELSEBIO 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 Puris City, and herein represented by its Proprietor/President/ General Manager, JUAN PAULO HIGHEL E. MANLAPIT, of legal age, Filipino citizen, single/married, resident of Puris City, bereinafter referred to as the CONTRACTOR WIFNESSETH, That,

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

Improvement of Taytay-Angono Constal Road, Taytay, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calendard Responsive Bid in a public bidding held last 7 June 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 Six Million Five Burnderd Tolertoon Thousand These Paper 5 79/100 (P 5,513, 302, 79), 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 Ninety (90) 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, #. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e Construction Schedule
 - f. Request for Expression of Interest
 - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Hillion Pive Hundred Printeen Thousand Three Bundred Two Peros & 79/100

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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. Cité Milition Mine Bundred Pirty-Direc Thousand Pine Bundred Binety Pesos 5 84/100 (p 1,953,990.84)

Philippine Corrency, in the form of Performance 1900 as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reacind or terminate the contract, without 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 Mull be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to.
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration under Republic Ast No. 876, also known as the "Arbitration Lass" Provided however. That, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of JUL 2024 at Antipolo City. EMSERGO ACE DEVELOPMENT CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A, YNARES RIAN PAULO HIGUEL E. HANLAPIT Governor& Proprietor/Manager/President WITNESSES GUZMAN _ NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Date Place Valid ID Presented Name/Entity Panapart No. P8239283A August 5, 2028 Mamila: HON REBECCA A YNAIUS JUAN PAULO MIGUEL E. HANLAPIT TIN HO. 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 act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

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

Improvement of Taytoy-Angono Constal Hoad, Taytay, Rizal

WITNESS MY HAND AND SEAL this day of 0.5 HA 2029 Rizal Provincial Cupitol, Antipolo City.

Doc No. 134
Page No. 184
Book No. 185
Book N

MOLL OF ATTOMEY NO. 55310 PTP NO. 15581799/HIZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 July, 2021

MR. FRANCISCO G. SANTIAGO R.S.F. CONSTRUCTION Pasig City

Dear Mr. Santiago

The attached Contract Agreement having been approved, notice is hereby given to R.S.F. CONSTRUCTION that work may proceed on the Construction of Multi-Purpose Bldg., Brgg. San Gabriel, Teresa, Rizai

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,

3

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

7.6.20%

RANCISCO G. SANTIÁGO

Q.

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

RSF	CONSTRUCTI	ON		a sole	proprieto	rship/priva	te corpor	ation	n, dul	y
organized and	existing unde	r the laws o	f the Republic	of the Ph	nilippines,	with princ	ipal place	of b	usines	ŝs
and office	address at		Pasig City		_, and	herein	represente	d I	by it	ts
Proprietor/Pres	sident/ Genera	l Manager,	FRANCISC	O SANTI	AGO .		, of legal a	ige, l	Filipin	ю
citizen, single	married, res	sident of	Pasig C	ity	, b	ereinafter	referred	to	as th	ne
CONTRACTO	R. WITNESS	ETH, That,								

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

Construction of Multi-Purpose Building, Brgy. San Gabriel, Teresa, 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 7 June 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 Eighteen Million Eight Hundred Thirty-Six Thousand One Hundred Eighty-Four Pesos & 37/100 (P 18,836,184.37), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Three Hundred Two (302) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 23, s. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's 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 Eighteen Million Eight Hundred Thirty-Six Thousand One Hundred Eighty-Four Pesos & 37/100 (P_18,836,184.37), 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;
- 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 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 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.

	the parties have hereunto signe Antipolo City.	d this Agreement to	his day of
RSF_CONSTRUCTION Entity/Firm/Corporation	RIZAL PR	OVINCIAL GOVE	ERNMENT
By: FRANCESO SANTIAGO Proprietor/Manager/President	By:	EBECCA A. YNAI Governor	RES
	WITNESSES -		
LOLITA B. DE GUZMA	N MA	. vістокі 8 в. т	EJADA
, NO	TARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Publ	ic for and in Antipolo City, per	sonally appeared th	ne following
Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239284A	August 5, 2028	Manile.
FRANCISCO SANTIAGO	TIN NO. 213-720-700		
all known to me and to me known a acknowledgment that the same is their present.			
This instrument, consisting of written and has been signed by the part	f three (3) pages including this ies hereto in each and every page		
Construction of Multi-Purpos	se Building, Brgy. San	Gabriel, Teresa	a, Rizal
WITNESS MY HAND AND S	EAL thisAy of JUL	2021 at Rizal	Provincial Capitol,
Antipolo City. Doc No. 149 Page No. 29 Book No. 2 Series 20 24.		AT FOR MARIA SALVI NOTAR PUBLICUMUSSI BP LIFETHER OLL NO ROLL OF A TORNEY	,09047/RIZAL:

PTR NO. 15581749/8/ZAL