

OFFICE OF THE GOVERNOR NOTICE TO PROCEED

29 December, 2020

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

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION INC.—that work may proceed on the Construction of Flood Interceptor at Gate I and Sitio Kasoy Entrance (along Summing Highway) of Kingsville Subd., Brgy. Mambugan, Antipolo City effective on the day you received this Notice to Proceed.

Opon 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:

1.4.2004

Authorized Signature

Name of the Representative of the Bidder: JESSA

JESSAIL PAYTE

CONSTRUCTION AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

• • • • • • • • • • • • • • • • • • • •
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. VNARES, herein referred to as the PROVINCE; and
egalband Sonst. Inc. a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at San Juan Sity and herein represented by its Proprietor/President/General Manager, Jesta 1. Type of legal age, Filipino citizen, single/married, resident of San Juan City hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No18, e. 2020 namely:
Construction of Flood Interceptor at tate I and Fitto Kassy intrance to long surpling sighway) of Mingsville Subda, drgy, Mambugan, Antipolo City
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last O3 December 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven Sundred Highty wine Thousand one Sundred Forty consideration of the amount of Seven Sundred Highty wine Thousand one Sundred Forty consideration and 38/100 (P 789, 1914, 20), 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 it. 1.59 (80) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 a. SP Ordinance No. 18, s. 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Balletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

Leven undred highty Kine Thousand Cas dumbrid Forty The Tesas and 32/100 789.141.38), Philippine (P Currency, in consideration of the constanction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to my official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5, it is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two Hundred Thirty Six Thousand Seven Hundred Forty two itesos and 41/100 (P.236,742.41)

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

- "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 Burenu Internal Revenue and a copy of its income and business tax returns duly stamped and received by the B and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submited arbitrators under Republic Act No. 376, also known as the "Arbitration Law" Provided however, That, dispute 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 prejudee to administrative structions that may be imposed in proper cases, a violation by the CONTRACTOR of anyfoli 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 hability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the 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. IN WIFNESS WHEREOF, the parties have bereunto signed this Agreement this ______ day of ___ __ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT _teelbend_Construction_Inc. Entity/Firm/Corporation By: 13y. REBECCA A, YNARES Government* Proprietor/Manager/President WITNESSES MA, VICTORIAB, TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PIDLIPPINES) ANTIPOLO CHY BEFORE ME, a Notacy Public for and ACCOMMO City, personally appeared the following Place Volid ID Presented Date Name/Entity August 5, 2028 Manila Passport No. P8239281A BON REBECCA A YNARES Jeses F. Payte ... 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 cutty that they respectively prescut.

This instrument, consisting of three (3) pages meloding 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 Flood Interceptor at Gate I and witho Lasoy intrance clone Sumulong Eightay) of Kingsville Subd., Srgy. Kambugan, Intipolo City

Antipole ANGONO, RIZAL

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Roll of Allorneys Ap. 89250 BP Lifetime Member No. 016532 ARread MCLE Compliance No.V4-9097635 Valid (ed)l April (4, 2021



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 December, 2020

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Improvement of Roads at Southville 9, Brgy. San Jose, Antipolo City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor&[™]

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

<u>. 1-4702)</u>

JUAN PAOLO MIRUEL E. MANLAPIT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized as existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. REBECCA A. YNARES, begin referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Tep12 City , and began represented by Proprietor/President/General Manager, Juan sule is used Y. Kendanto of legal age, Filipi citizen, single/married, resident of Ap15 City , bereinafter referred to as CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. <u>\$1.0.2720</u> namely:
improve ent of Souds at southwills S. Nrgy. In Poss, intipole City
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competer to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsi Bid in a public hidding held last
1. The whole works subject matter of this Agreement shall be completed with a lighty (35) calendar days, in accordance with the provisions of the information. Approved Plans, Program of Works and Specifications and supporting/related docume which are integrated berewith and incorporated herein by way of reference, namely:
a SP Ordinance No. 21. ** 2020 b. Ceruficate 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. Budding Documents including all the documents/statements contained in the winning bidder/s two (2) budding envelopes h. Bud Security
i. Addenda and Supplemental Bulletins

 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;

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

Notice of Award of Contract and the Contractor's Conformitythereto

Rules and Regulations implementing R.A. No. 9184

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS four (1) it is the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or cuployee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance occurry of PESOS the Fillion four Sungred Ninety Thousand Aven iterated Thirty of Fesos and 3.7100 (P1. 0.736.33)

 Philippine Currency, in the form of Ferformance Soud 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 guerantee 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;

- "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 thay rescand or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all taws 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;
- II. 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 Bureso of Internal Revenue and a copy of its income and business tax returns duly snamped 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 herato to agree in writing to resort to other alternative imodes 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 dunages, 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 works is/are located.	city/municipality of the	e Province of Rizal where the infrastructure project or
	EREOF, the parties hav ar ANGONS !R	c hereunto signed this Agreement this day of ZAL
		RIZAL PROVINCIAL GOVERNMENT
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Proprietor/Manager/Presi	deut	Governor
	WIT	NESSES
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MARISS# N. CI	EOFAS	MA. VICTORIA TEIADA
	NOTARIAL ACT	RNOWLEDGMENT
REPUBLIC OF THE PIRE	(PPINES)	
ANGUNO REYAL) S.Ś	
BEFORE ME, a N	otary Public for and in A	intipolo City, personally appeared the following

Place Date Name/Entity Valid ID Presented HON, REBECCA A. YNAKES. Passport No. P8239281A August 5, 2028 Manila Jusa Paula Riguel E. Menlayit. 000-157-917

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 palestant.

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;

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 December, 2020

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Improvement of Roads at Brgy. Knytome, Binangonan, Rivat effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

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

CONSTRUCTION AGREEMENT 3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. 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 Fabig vity and herein represented by its Proprietor/President/General Manager, Juan Aulo i vel . Mallegit of legal age, Filipino cinzen, single/married, resident of Fabig vity hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that contain infrastructure works should be constructed in pursuant of the Sangguniang Panlelawigan Ordinance No
improvement to injust at impy, hyptome, winds where, limit
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 last03_lecen_ex(-10, 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 ofCne_!illioneven
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 \(\frac{1}{2}\), \(\frac{2}{2}\) (\(\frac{30}{2}\)) 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 Noivit in 170 a. C. 180 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Orawing. Plans and Specifications c. Construction Schedule £ Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto /k. Credit Line Cortificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R A, No. 9184
 in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS inc. (1)? for even "united eventy three thous and courteen eges and 1?/100 (P 4,777, 14,17), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS two un vert thirty the thousand in the wanted over the vert thirty the thousand in the wanted over the prior of the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
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- 7. For the duration of the Contract, a Contractor's All Risk insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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- 19. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's wolfare compensation for injuries, minimum wages, hours of work and other 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.
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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 searctions that may be imposed in proper cases, a violation by the CONTRACTOR of anyiell 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 furfeiture 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 become signed this Agreement this ______day of _____at ANGONOVRIZA_ michia co levelorment corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES are right To Memleyit Ciovernor & Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) \$ 5. ANNTHOLOGERY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name/Entity August 5, 2028 Mesika Passport No. P8239281A HON, REBECCA A. YNARES duom coulo (doue) Fe coulogát CCC-***-997

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	Levery page hereof, refers to the Agreement for:
improvement of Souds at Light white	Lai, smangement, lait
	DEC 2 9 2020
WITNESS MY HAND AND SEAL this This ip to City R 1 Z A Doc No 145 Page No 70 Book No 7 Series 20_4.	AND



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 December, 2020

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

Dear Mr. Manlapit:

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

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

Improvement of Upper Kasinay Road to Mabuhay Homes 2000, Brgy. Darangan, Binanganan, Bizal
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA X YNARES

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: JUAYPAOLO MIGUEL E. MANLAPIT

[4-30H]

CONSTRUCTION AGREEMENT ψ

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 us GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
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 <u>Paris City</u> , and herein represented by its Proprietor/President/General Manager, <u>Juan 1820 and F. Bankande</u> of legal age, Filipino citizen, single/married, resident of <u>Realy City</u> , 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. 14, 8, 1920 namely
Improvement of Typer estably held to brinkly thes 2000, Frey, Duranger Sineagoner, Rivel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 03 possible works. The 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 hid documents, approved plans, program of works and specification in consideration of the amount of Four Mine Report winty him Thomsand Accept 1997. Occur and 28/100 (P. 4.3/c.ukc.28), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto boreby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within the Lundwed Translated (125) calendar days, in accordance with the provisions of the Bid Decuments, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a SP Ordinance No. 21, 2 = 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 Bid Security Addende and Supplemental Bulleting
i) Addends and Supplemental Bulletius j Notice of Award of Contract and the Contractor's Conformatythereto ki, Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four 1371 for hime hanged taty time house orty two each and 28/100 (P 4.44.642.05). Philippine Corrercy, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS (ne | 12.15cm foor undered Ninety Thousand even (P 1.45C.712.68))

 Philippine Currency, in the form of Performance Sand 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 Fuilures" 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;

- "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 turperformed 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 rescind or terminate the contract, without projudice to other courses of action and remodics 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 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 Butcau 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 my/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisious 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 henefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or sail 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. ___ ANGONOATUZA. usebio ce l'evelopment Torpa RIZAL PROVINCIAL GOVERNMENT Enlity/Firm/Corporation By; auto Wignel & Gamlarit REBECCA A. YNARES Governor* Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANGUND PRESENTA BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Valid ID Presented Date Place Name/Entity HON, REBECCA A. YNARES. Passport No. P8239281A August 5, 2028 Manila Juna __nulo Miguel L. Familiarit (001-1) -117

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 volumery 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 Upper Sesiony and to inthinty tomes 2000; Brey, Darrate B. Mangersh, Massl.

WITNESS MY HAND AND SEAL this	day of DEE 2 9 2020 at Rizal Programmed Cop.
ANGONO/RIZAL	ATTY CARROLL SALE IN
Doe No. 133 Page No. 28	NOTARY PUBLIC CONTRACTOR
Book No. 7 Series 20.74.	Color Color
** 1	ETO O IDAY

Robertskie i tan de 39266 Dwielisjers hen ber von 236332 (Robe PCCILE Compliance No MI-2007630 Male uniti April 14, 2022

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OFFICE OF THE GOVERNOR.

NOTICE TO PROCEED

29 December, 2020

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

Dear Mr. Manlapit:

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

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

Improvement of Road at Mahuhay Hames 2000. Brey. Pantak. Binanganan. Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

__[- [- 4 302]

JUAN

PAOLOMIGUEL E. MANLAPIT

12/03/2020 # 5

CONSTRUCTION AGREEMENT (

KNOW ALL MEN BY THESE PRESENTS:
This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Taelg 1ty and herein represented by its Proprietor/President/General Manager, 2000 500 1 100
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguriang Panlalawigan Ordinance No. 21, 2, 220 namely:
Therefore of word is the many bosts of the bridge building distributions by
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 12 incasher 2000, 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 illien even duratived 12 to 1994. There are districtly along the property of the amount
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 its expectations of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21. 2. 2. 2. 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 a. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
i. Addends and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
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 to this Agreement in conformity with the province of the Contract;

3. The PROVINCE faceby covenants to pay the CONTRACTOR the amount of PESOS one tillion even lumined 1, ht; i, ht shows not time sundred fifty the error (P 1,771, 11.79), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Pive Hundred University Six Thousand Liz undered in the form of the formance security of PESOS Pive Hundred University Six Thousand Liz undered in the formation of the formation of the formation of the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;</u>
- 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), onless 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;

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

1 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 duty susupped and received by the SIR and duty 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 reson 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.

		rastructure project or
hercunto ZA:	signed this Agreemen	Lthisday of
RIZAL PROVINCIAL GOVERNMENT		
Ву:	4	
REBECCA A. YNARES Governor &		
ESSES		
	MA. VICTORIA	В, ТЕЈАВА
NOWLE	DGMENT	
itipolo Ci	ty, personally appeared	the following
escated	Date	Place
9281A	August 5, 2028	Manila
-917		
person/s	who executed the fore sed as well as the cataly	going instaument and that they respectively
s include Ir and eve	ng this page wherein the ry page hereof, refers to	is acknowledgment is the Agreement for:
	By: IESSES NOWLE Itipolo Cit escated 19281A 19281A person/s act and descriptions	By: C REBECCA A, YNA GOVERNOR & DESSES MA. VICTORIA C NOWLEDGMENT Itipolo City, personally appeared escated Date 19281A August 5, 2028

written and has been signed by the parties hereto in ea	sch and every page hereof, refers to the Agreement for:
improvement of Road at Faulty Sizel	oses 200, Tray, Tantok, Binan mann,
WITNESS MY HAND AND SHALL this	V(1.1.1.1.2) V(1.2.2.2.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1
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(BP Lifetime Risinner No. 016632 / RisinmCLE Compilators No. VEB00788)
Vefa anti-April 16, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 December, 2020.

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONST. CORP. that work may proceed on the Improvement of School Buildings & Repair / Repainting of Ynares Stage at Brgy. Kinagatan & Brgy. Bangad, 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 Appeament and in accordance with the Implementing Schedule.

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

Very truly yours,

Governor 🧎

I acknowledge receipt of this Notice on:

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Authorized Signature:

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

CONSTRUCTION AGREEMENT &

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

ice hi doc construction corporation , a sole proprietorship/pri	vate corporati	on, duly
organized and existing under the laws of the Republic of the Philippines, with prin	icibat biace or	business
and office address at Binengensh sixt, and herein		
Proprietor/President/General Manager, Lauro 5.4 . 64 . 64 . 64 . 65	of legal age,	Fulipino
citizen, single/married, resident of Sinengonan, Aged, hereinafter	referred to	as the
CONTRACTOR, WITNESSETIL That,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in parsuant of the Sangganiang Panlalawigan Ordinance No. ____ 5 5 5 4. 2020 ____ namely:

improvement of chaot buildings is entiry excisting of Yeares Stage at 'ny ya kisak pasa o bigya Bangada Binangonon, Kisal

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 or leasthan to 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 Tive Supered Theory is Thousand the Sundred Forty 26.11.5.30), Philippine Currency. 21 0 1 0000 and 30/400

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 (______) 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:

 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletius
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Kules 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 Five Sundred Centy wir Books and me, am red entry Line later and WICO. Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given 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 (see .nm.irvd /1fty Leven Thompsed .i.i.t immered forty fear Fenon end 59/100 (P 157,544.50)

 Philippine Currency, in the form of Ferformance 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;
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- 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 cubodied 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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- 9. The CONTRACYOR 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:
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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 WIT YES WHERE	OF, the parties have hereun and the parties RIZA!	to signed this Agreemen	it this d
Tit Third to Construction Entity/Figur/Corporation	n ^C or ne RE	ZAL PROVINCIAL GO	OVERNMENT
y delaid	By	U	
Eauro (). Voledas Proprietor/Manager/President	_	REBECCA A. YN/	
	WITNESSES	}	
MARISSA'N, CLEOF	AS	MA. VICTOBÍA	B. TEJADA
	NOTARIAL ACKNOW	LEDGMENT	
EPUBLIC OF THE PIBLIPPE NONO/RFZAL	NES)) S.S.		
BEFORE ME, a Notary	Public for and in Antipolo	City, personally appeare	ed the following
Name/Entity	Valid ID Presente	J Date	Place
ON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Monda
I uro M. Ubiodes	9-3-10 السلامة		

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

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

Improvement of Johnst Buildings & at Brey, Kinegeton & Brey, Sunged,	togram/commission of Yndres 1960 Jinggonde, Sizel
WITNESS MY HAND AND SEAU (fox ANGINO RIZAL Doe No. 134 Page No. 27 Book No. 27	Stay of SEC 2 9 2026 at Rizer Prosident Animal Animal ATTY BRITES MILE TO SECTION OF THE COMMENT OF THE COMMEN
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 December, 2020.

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONST. CORP.—that work may proceed on the
Improvement / Repair/Repainting of Ynares Multi-Purpose Covered Court
at Brgy. Bangad & Brgy. Mambag, Binangonan, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. TNARES

Governor +

I acknowledge receipt of this Notice on:

Authorized Signature:

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

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12/03/2020 # 7

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by us GOVERNOR, HON. REBECCA A. YNARES, betein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binangon n. (47.1)</u> , and herein represented by its Proprietor/President/General Manager, <u>Lauro (1.1)</u> of legal age, Filipino caizen, single/martied, resident of <u>Binangonen</u> , 1221, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlahawigan Ordinance No. 18, 2, 7030namely:
improvement/aspair/sepainting of Yndres imitipurpose Covered Court at Dray. Named & Bray. Manhog. Sinengenen. Wisel
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 03 Deceaber 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Cna Hillian 15 http://example.com/sideration/program/sideration/program/sideration/program/sideration/program/sideration/s
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 irty (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 becomen and supporting to the state of the sta
a SP Ordinance No
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the

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

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

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

Currency, in consideration of the construction and only upon completion of the infrastructure works

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

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

Rules and Regulations implementing R.A. No. 9184

this Agreement in conformity with the province of the Contract;

- 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 Scree Send Twenty Five Thousand 11 ht Springly of Frenty 12/11 esos and 42/10 (P 15, 25, 42)

 Philippine Currency, in the form of sent or some as a measure of guarantee for the faithful compliance of and cumpliance 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 scenity 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 majurained 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), upless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restination shall be applicable in the implementation of this Agreement;

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

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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 intudes of disputes resolution

Without prejudice to administrative sanctions 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 haplementing Rules and Regulations, shall make the CONTRACTOR liable for civil hability or damages, which may either cousis; of fiquidated damages and restitution for the damages done of the forfeiture in favor of the government of any aniwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or sail 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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Butity/Firm/Corporation			
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	WITNESSES		
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MARISSA N. CLEOF	AS	MA. VICTORIA	R. TIGIADA
\sim	NOTARIAL ACKNOWL	EDGMENT	
UBLIC OF THE PERLIPPE	it:S)		
rigolo Cury ONO, Rizal) S.S		
BEFORE ME, a Notary	Public for and in Antipolo (ity, personally appears	at the following
Name/Isn01y	Valid ID Presented	Date	Place
C REBECCA A. YNARES	Passport No. P8239381A	August 5, 2028	Manile
	008-440-590		

ŀ present

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

Improvement/Repair/Repairing of Stay, Landon,	Vetres Vultipurpose Jeverad Joort Jinonyopon, Risel
WITNESS MY HAND AND SEAL diss TABLES NO Page No Book No Series 20_24.	HOTARY PUBLIC AND TO SERVE WHITE AND THE SERVE



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 December, 2020

MS. VILMA M. MOYA R.A. MOYA CONST. AND TRADING CORP. Quezon City

Dear Ms. Moya:

The attached Contract Agreement having been approved, notice is hereby given to R.A. MOYA CONST. AND TRADING CORP. that work may proceed on the Construction of 4-storey, 12-rooms Ynares School Building at Darangan Elem. School, Brgg. Darangan, Binangonan, Rizal

effective on the day you received this Notice to Proceed.

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

12/03/2020 # 8

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This Address is made and entered into by and octaves.
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 5.0. Noya Const. 5 Trading 1979.
, 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 951mm, and herein represented by its Proprietor/President/General Manager, of legal age, Filipino citizen, single/married, resident of hereinafter referred to as the CONTRACTOR WITNESSETTI, That,
WHEREAS, the PROVINCE declares that certain diffusirement-works abound be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 188. 5. 2. 2020 namely: Construction of 4 storey, 12 ros a Thire letter Building at Darwigen lema school, Bray. Dar ngon, Binengosum, Rizol
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works the Lowest Calculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid decorate appropriate appropriate works strictly in accordance with the following standards set forth in the bid decorate appropriate appropriate works strictly in accordance with the following standards set forth in the bid decorate appropriate appropriate appropriate appropriate and 32/100
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 sundred () calendar days, in accordance with the provisions of the Bid
Documents, Approved Plans, Program of Works and Specifications and supporting/related becaments which are interrated herewith and incorporated berein by way of reference, namely:
a. SP Ordinance No. 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/starements contained in the winning biddet/s two (2) bidding envelopes h. Bid Security
 i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCB to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract:
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS twenty live hillion live hundred wifty two thousand sine usered liky has been provided by the housand sine usered like hundred wifty two thousand sine usered side.
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Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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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 Leven 1423 for ix fluided lixty rive Industrict Industries Industrict Industries Industries Industries Industries Indus
- 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 moonsistent 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,

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

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

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

Without prejudice to administrative sanctions that may be imposed in propor cases, a violation by the CONTRACTOR of anylall of the provision of this Agreement, the bidding documents or any agreement/malertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 918), and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any incommented 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 ____day of ANGONO, RIZ. RIZAL PROVINCIAL GOVERNMENT de . Foye Count. & Trading Corp. Entity/Figur/Corporation By: REBECCA A. YNARES Covernor * Proprieto//Manager/President WITNESSES MARISSA N. CEROFAS

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)) S.S. ANTEUNU PRIEMA

Series 20 34 .

BEFORE MF, a Notacy Public for and in Antipolo City, personally appeared the following

Place Date Valid ID Presented Name/Entity Passpent No. P8239281A Manifu August 5, 2028 HON, RUBECCA A, YNABUS <u>.2004-3-22-511.--200</u>1.... Vilm: I. Koya

all known to me and to me known to be the same person's who executed the foregoing instructent and acknowledgment that the same is then free voluntary act and deed as well as the civility that they respectively

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

Construction of 4 storey, 12 reput Thores School Swilding to Proceed

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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 December, 2020

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

Dear Mr. Manlapit

The attached Contract Agreement having been approved, notice is hereby given to LEUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Improvement of Landon Street, Cypress Village, Brgy. Sta. Domingo, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

1.4.207

Authorized Signature:

Name of the Representative of the Bidder:

ICAN PAOLO MIGCEL E. MANLAPIT

12/03/2020 # 9

CONSTRUCTION AGREEMENT 9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at lest vity and herein represented by its Proprietor/President/General Manager, Cart vity i usl is Nealeystof legal age, Filipino citizen, single/marmed, resident of Fasig vity 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. 11 ** 12 **
<pre>continue of common transfer purious billions, craye to oringle read, fixel</pre>
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the relation of the amount of the induced to the finance of the amount of the construction of the amount of the construction of the amount of the induced to the finance of the amount of the induced to the finance of the amount of the induced to the finance of the amount of the induced to the finance of the amount of the amount of the induced to the finance of the induced to the i
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NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within two topicities. Into calendar days, in accordance with the provisions of the Bid Dobuments, 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
b. Certificate of Availability of Funds
e. Scope/Program of Work and Detailed fistimate
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. Hid Security
 i. Addends and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitytherate
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
A CONTRACTOR She
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
Currency, in consideration of the construction and only upon completion of the infrastructure works

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance accurity of PESOS the Fillion five Bundred Ivalve Industrial Africa Agreement and Africa Philippine Currency, in the form of ierforwage Soud as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its (inplementing 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;

"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;
- II. 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 duty 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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T Z 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 to writing to resort to other alternative, mades of disputes resolution.

Without prejudice to administrative sanctums that may be imposed in proper cases, a violation by the CONTRACTOR of anylaft 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 givil liability or damages, which may entire consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any inwarranted 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 WITHCOOF, the parties have become signed this Agreement this _____ day of DEC 2 9 2020 ___ at ANIBONO PRIZAL RIZAL PROVINCIAL GOVERNMENT mble on level mount Corp. Endy/Phys/Corporation By: By: Con Jude Tibel P. Peglapit REBECCA A. VNARES Governor& Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANGUNUS RIZA. BEFORE ME, a Notary Public for and or Antipolo City, personally appeared the following Place Date Vulid ID Presented Name/Entity August 5, 2028. Manilo Passest No. P8239281A HON, REBECCA A, YNARGS awa Lauto diguel De Legiciát 1.400+450 **- 312** all known to me and to me known to be the same persons's who executed the foregoing instruction, seed

acknowledgment that the same is their from voluciary act and deed as well as the entity that they respectively present.

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

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ANGEREGIRIZAL

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WITNESS MY HAND AND SEAL dies day of DEC 7 9 7070 at River Property or Angone Pinanon, un & Corcoas ni in the TW Selection Of RIZAN Mad. Corn. Sci. 31. 242 NOTARY PUBLIC

PER AC \$339744 SEAS **36**9 69 Augustu juli (45, 6925) @F L Telemo sco. 35 vindo | 3469 32 /Ft 24 MDLE Campus vod No.V -0007351; Natio (Mill April 34, 2022



NOTICE TO PROCEED

29 December, 2020.

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

Dear Engr. Mina

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES — that work may proceed on the Asphalt Overlaying of Taytay-Angono Constal Road, Taytay, 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:

12/03/2020 # 10

CONSTRUCTION AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

D.

This AGREEMENT made and entered into by and between

THIS MUREELANDING THERE SING CHIPPER THEO BY SING OCTWOOD.
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 art 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 <u>Tanoy</u> (128), and herein represented by its Proprietor/President/General Manager, interior in the principal age, Filipino citizen, single/married, resident of <u>Tanoy</u> , vizal, 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. 12, 5, 2020 namely:
Rephalt Cverteying of Teytey- ngone Worlstoll Road, Taytay, Degene,
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>December 5, 2020</u> , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Theories Two Ministers Elea Standards Sixty Two Thomas Advisors Nine Person and 73/100</u> (P. 22, 962,039,76), 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 fine the district (100) calendar days, in accordance with the provisionsof the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/selated documents which are integrated herowith and incorporated herein by way of reference, namely:
a. SP Ordinance No18 e 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule
 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
 Addenda and Supplemental Bulletins Notice of Award of Contract and the Contractor's Conformitythereto 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 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
Contency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS in 12/100 in the form of 12/100 (P.1.22.1.1.92)

 Philipping Currency, in the form of 12/100 as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restination shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor is 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 restind or terminate the contract, without projedice to other courses of action and remodies available under the circumstances."



- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any (bird 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 SIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also knows as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 sun out of the implementation of this Agreement, shall belong to

the appropriate court of the city/munic works is/are located.	ipality of the Province of R	izal where the infras	structure project or
IN WITHUSS WHEREOF, III.	e parties have hereunto signo 1944078MIZAL	ed this Agreement th	uis day of
Entity/Firm/Corporation	RIZAL PI	ROVINCIAL GOVE	RNMENT
By:	Ву:	5	•
Proprietor/President	R	EBECCA A. YNAI Governor ⁸⁷	RES
'	WITNESSES -		
LOLITA B.LE GUZMAN NOTA	Mi	A. VICTOR B. T	EJADA
NOT	ARIAL ACKNOWLEDGN	TENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOZOGRĀGI) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
RON, REBECCA A. YNARES,	Passport No. P8239281.A	August 5, 2028	Manila
— orfirio kiza	41 LL 123 1489		
all known to me and to me known to acknowledgment that the same is their f present.			
This instrument, consisting of twitten and has been signed by the partie	three (3) pages including this s bereto in each and every pag	s page wherein this i ge hereof, refers to the	acknowledgment is Agreement for
spholt Cverlaging of	Taytay- egono .coata	l Good, Prytay,	sinze, dest
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WCLE Compliance No.VI-000768: Valid ont April 44, 2022



NOTICE TO PROCEED

29 December, 2020

MR. GERALD KENN SL BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog:

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

Construction Fence & Installation of Steel Grills of Ynares School Building at Rarax-Pinugay National High School, Sitio Habitat, Brgy. Pinagay, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor タ

I acknowledge receipt of this Notice on:

1. 4. 201

Authorized Signature:

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

CONSTRUCTION AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT mede and entered into by and between:
The PROVINCIAL GOVERNMEN'S OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Novema, Rizal , and herein represented by its Proprietor/President/General Manager, Garrald from & Biles , of legal age, Filipino citizen, single/married, resident of porons, Rizal , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that comain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.
Ruilding at Agree- inagey Matietel High -chool, -atio Rabitat, Bray. I imagey, Pares, Sisal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical computence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last

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

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS *1ve *undered plays Five Thousand Five Hundred in 1-ty Three Fesce and 90/100 (P. 565,933.50)

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the productment of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances,"
- The CONTRACTOR shall comptly with and surjetly 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 arbituation under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties bereto to agree in writing to resort to other alternative modes of dispates 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 excention 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 to favor of the government of any unwarranted benefit derived from the act or acts to 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 weed signification.	the parties have hereuoto's	igned this Agreemen	u this day of
	RIZAI	, PROVINCIAL GO	OVERNMENT
By:	By:	£	
Proprietor/Mauriger/President	1	REBECCA YNA Governory	ARES
	WITNESSES		
C. J. Marissa N. Cleofas		ма, уктору	U. TEJADA
NO	TARIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES	*)		
ANSTINO PERA.)S:			
BEFORE ME, a Notacy Pub	to for and in Antipolo City	, personally appeared	the following
Name/Entity	Valid (I) Presented	Date	Place

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

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HON, REBECCA A. YNARES.

origid from al Biles.

Paysport No. P\$239284A August 5, 2028

Manida

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

Construction of Lance . Institution of Steel Smills of Thurse School Smileter

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WITNESS MY HAND AND SEAL this COURSE IST Page No 29 Book No 2. Series 20134.	nor of BEC 2 9 2020 A Rical Rical Rich Capital Cordons To: Angelou, Accomplisher Cordons To: Angelou, Accomplisher Cordons To: Angelou, Accomplisher Cordons To: Angelou, Accomplisher NOTARY PUBLIC Cordons PT: HO 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1



NOTICE TO PROCEED

29 December, 2020.

MR. GERALD KENN S.L BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog:

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

Improvement / Repair / Repainting of Yuures Multi-Purpose Buildings at Jalajala & Cardona, Rizat effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor පු-

1 acknowledge receipt of this Notice on: 100

Authorized Signature:

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

CONSTRUCTION AGREEMENT 12

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVENCE; and
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Market Missill , and herein represented by its Proprietor/President/General Manager, Chart The C. J. 1880 , of legal age, Filipine citizen, single/married, resident of Market Missill , hereinafter referred to as the CONTRACTOR . WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangamiang Panlalawigan Ordinance No. 21, p. 2000/13, p. 2000 manely:
	Improvement/Supelix/Supelinting of Thomas Helti-Posposo Asildings at Julejala & Condess, Stani
	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 tast. 3
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
	J. The whole works subject matter of this Agraement shall be completed within the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
	a SP Ordinance No. 21, 5, 2020/15, 5, 2020 5 SP Resolution No. 227, 5, 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
	d. Drawing. Plans and Specifications e Construction Schedule
,	f. Request for Expression of interest g. Bidding Documents including all the documents/statements contained in the winning bidden's two (2) bidding envelopes h. Bid Security
	 i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Confficate/NFCC/Cortificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
	2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS and Manager Manager Transport Five Sendral Eighty-Five Passes & \$7/100 (P 612.513.57). Philippine
	Currency, in consideration of the construction and only upon completion of the infrastructure works

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

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

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the camulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 19. 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 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 unitual agreement of the parties hereto to agree in writing to result 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 habite for civil habitity or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the not or acts in question or both at the discretion of the Courts.

Junisdiction 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/any tocared.

IN WITNESS WITHREOF, the parties have besende signed this Agreement this DEC 2.9 2020 ANGONOS REZAL ___ day of

RIZAL PROVINCIAL GOVERNMENT

Entry/Firm/Commission

Βy. Proprietor/Manager/President Governoit

WITNESSES

By:

MARISSA N. CLEOFAS

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANGUNU) RIDAL

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

Place Date: Valid ID Presented Name/Entity: Manila Passport No. P8239281A August 5, 2028. HON REDECCA A. YNARES TIN NO. 199-519-323 CORNEL COME S.J. RILOS

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

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

ment/hopeis/Reprinting of Tunner Helti-Respose Helidings of Jelajole

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NOTICE TO PROCEED

29 December, 2020

MS. FLORINA GONZALES
FLORDES CONST. AND TRADING CORP.
Sta. Mesa Manila

Dear Ms. Gonzales:

The attached Contract Agreement having been approved, notice is hereby given to FLORDES CONST. AND TRADING CORP. that work may proceed on the

> Construction of Municipality Jail at Philippine National Police Compound, Brgy. 3rd District, 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:

1.4 202

Authorized Signature:

Name of the Representative of the Bidder: FLORE

FLORINA/GONZALES

CONSTRUCTION AGREEMENT /3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. 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 Sta. Meco-Mentla, and herein represented by its Proprietor/President/General Manager, YICRINA D.GENZALES, of legal age, Filipino citizen, single/matried, resident of Sta.Meco-Mentla, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

Construction of Municipelity Jail at Philippins National Police Compound, Dogy. Sed District, Jalajels, Rital

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 3 December 2020 _____, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Treaty-Wine Million Wife Hundred Sixty-Five Thousand Six Hundred Treaty-Four Peros 4 49/100 _____(P.29.965.624.49). 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 Funding Forty (340) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 21, *. 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winting biddet/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Twenty-Nine Million Nine Hundred Sixty-Five Thousand Six Hundred Twent Pages & 49/100 (P29, 955,624.49).

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

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Fight Million Sine landingd Fighty-Nine Thousand Six Fundred Fighty-Seven Pesos & 35/100 (P.R. 989, 687, 35)</u>)

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workman's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 Agrooment;
- 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 doly validated with the lax 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 projudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _ day of at Antipole City. FLORULS CONSTRUCTION & TRADING RIZAL PROVINCIAL GOVERNMENT CORRECRATION Entity/Fign/Corporation By: By: REBECCA A. YNARES FLORINA DE CONTALES Governor * Proprietts/Multiget/President WITNESSES MA, VICTORIA B. TEJADA MARISSA'N, CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PRILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Date Place Valid ID Presented: Name/Entity August 5, 2028 Magila HON, REBECCA A. YNARES Passport No. P8239281A TIR NO. 008-540-282 / FLORINA D. CONTALES all known to me and to me known to be the tame person's wise 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 Municipality Jeli at Philippine Mattonsi Police Compound, Brgy, 3rd District, Jelejale, Risel WITNESS MY HAND AND SEAL this _____ hay bf _ TTTY ARMANTED Street Capitol, ... $M(t) \sim M(t) C(t) = \frac{1}{2} \log t + \frac{1}{2} C(t)$ THE A MORNOUS CONTRACTOR OF THE PROPERTY OF TH Antipolo City. Chiletza Dac No. . . 912. Раус Хо. <u>___ ни</u>_ NOTARY PUBLICATION 1900 Hous No.

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NOTICE TO PROCEED

29 December, 2020

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the Improvement / Repair / Repainting of Ynares Multi-Purpose Covered Court at Sitio Caingin, Ergy. San Juan, 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,

Governor る

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: SIDNEY B. SORIANO

CONSTRUCTION AGREEMENT (4

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

This AGREEMEN I stage and chiefed into by and octwood.	
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 Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and	tol.
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Pocyco, vized and berein represented by Proprietor/President/General Manager, of legal age, Filipeditizen, single/married, resident of Pocyco, vized and berein represented by CONTRACTOR WITNESSETH, That,	CS5
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 5, 2020 namely: 59 Resolution to 227, 8, 2020	i in
Improvement/Organic/Organiting of Rusce- Multi-Amprove Covered Court at Sit United, Appl. Jan Juan, Morold, Wisel	10
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competed to anciertake the above said infrastructure works, has been declared as the Lowest Calculated Response Bid in a public bidding held last 3 December 2020, has accepted and binds itself to under the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of avoidable live incidend Fighty-Tvo Thousand Forty 1823 5 50/100, Philippine Current	sive take the
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bet hereby agree as follows:	rcto
1. The whole works subject matter of this Agreement shall be completed with Saventy-Four (14) calendar days, in accordance with the provisions of the Ducuments, Approved Plans, Program of Works and Specifications and supporting/related docume which are integrated herewith and incorporated herein by way of reference, namely:	thin Bid cuts
 s. SP Ordinance No. 21, 5. 2020 5 SP Resolution No. 227, 2. 2026 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. Addeuda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto 	
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184	
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, latter beachy covenants with the PROVINCE to construct and complete the infrastructure works subject this Agreement in conformity with the province of the Contract; 	adr lo to
_	sos
The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PES two willion tive hardred righty-Tvo Toolsend Forty recos 4 50/100 (P 2,352,040.50). Philip	pine
Currency, in consideration of the construction and only upon completion of the infrastructure we unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;	uks i the

- 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 5even in white is beventy-four Thousand Six bluxing: Ivelve feron 8 15/100 Philippine Correctly, in the form of __iveller: 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 Failuses" 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:

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- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of dolay. 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."
- 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 pey taxes in full and on time, failure to do so will emitle 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. Atty and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Lew" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

day of #ANGONOIGIZ. RIZAL PROVINCIAL GOVERNMENT S.C. SCHIAND CONSTRUCTION Entity/Fine/Corporation By: STOREY_STRIANO RESECCA A. YNARES Governors Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. Thurbing any... BEFORE MF, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name/Entity Passport No. P8239281A Menifo August 5, 2028 HON, REBECCA A YNARES TIN NO. 233-687-269 SHINEY SORIANO

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

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

Improvement/Repair/Repainting of Toward Multi-Purpose Covered Court at Silie Caingin, Segy. Sen Juan, Moroog, Risel

WITNESS MY HAND AND SEAL this	day of DEC 7 9 2020 at Right Property Capital.
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NOTICE TO PROCEED

29 December, 2020

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the Improvement of Roads at Brgs. San Juan, 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,

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidger: SIDNEY B. SORIANO

CONSTRUCTION AGREEMENT (5

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organized 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 PROVENCE; and

\$.8. SORIANO CONSTRUCTION		proprietorship/pr		
organized and existing under the laws of the l	Republic of the Phil			
and office address at Morette 23	izai		represented	
Proprietor/President/Guneral Manager, 23	Maria Scriero		of legal age,	Filipino
citizen, single/married, resident of	Moron, Bissl	, lierenafter	referred to	as the
CONTRACTOR, WITNESSETH, That,				
WHEREAS, the PROVINCE declare	es that certain infras	tructure works s		
pursuant of the Sangguniang Panialawigan Or	rdinance No. <u>21. </u>	2020	usan	ely:

Improvement of Roads at Regy, San Juan, Marong, 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 3 December 2020 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five 1311ton four thanks Fifty-five 1500 and 750 Handled Forty-Kight feect \$41/100 (P 5.455, 248.41), Philippine Currency.

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

- - a. SP Ordinance No. 21, a. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k, Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PE Place Hillian Foot Backed Filey-Five Iboutend Two Handred Feety-Light Food	:SOS
(P 5,433,266.41), Phiti	ppine
Currency, in consideration of the construction and only upon completion of the infrastructure v	
unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and i	n 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 PROVENCE, 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 TOTAL (PI, 2007) (P
- 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 fieriod;
- 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 buplementing 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 resultation shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- II. That the PROVINCE shall have no EMPLOYER-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 tex clearance from the Bureau of Internal Revenue and a copy of its income and business tex 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



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

Without prejudice to administrative smettons that may be imposed in proper cases, a violation by the CONTRACTOR of anylall of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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 Rizul where the infinistructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _______ duy of apMGCMC/PLZA_

SCRIAGE CONSTRUCTION _____ RIZAL PROVINCIAL GOVERNMENT

Buttey/Firm/Corporation

By:

REBECCA A. VNARES

Governor and Construction

WITNESSES

MARISSA N. CLEOFAS

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANGONO RIZAL

) S.S.

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

Name/Entity Valid ID Presented Date Place

HON, REBECCA A YNARES Passport No. P9239281A August 5, 2028 Manita

STOREY SORIAGO 1117 (C). 233-687-269

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

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

Ingrovement of Roods at Acay. Sen Juan, Morong, Rivel

WITNESS MY HAND AND SEAL	thisday of PET # 3 1601 at Regail Province to Control Control
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Page No 27	NOTARY PUBLIC COLUMN TO THE STATE OF THE STA
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ien fillforn **AMP M**Edizel Rob of Mondays Poli 59250 Ethickama Member (No. 616352 / MCL # Compliance No. VH00976) Walld Unit April 16, 2027

Sones 20 Zd.



NOTICE TO PROCEED

29 December, 2020.

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the Repair/Repainting of 1-storey, 3-moms Ynares School Buildings at Timotea A. Reyes Sr. Mem. Elem. School, Brey. San Pedro, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: SIDNEY B. SORIANO

CONSTRUCTION AGREEMENT 1/6

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an existing under Republic Act No. 7160, with sext of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act be its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines with principal place of busines and office address at Manager, and herein represented by i Proprietor/President/General Manager, citizen, single/married, resident of Manager, filter, 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. 1865 1866
Repair/Repainting of 1 statoy, 3 some Tennes School Salidings at Timoto Bayes Sr. Has. Elementary School, Rogs. San Fedor, House, Risel
WHEREAS, the CONFRACTOR, warranting that it has the fromcial 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 bereit hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed with state. The (
a. SP Ordinance No
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 to

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;

	(p. 726,471.39), Philippine
	(p ********) Philippine
in consideration of the construction and only upon co	empletion of the infrastructure works
erwise agreed by the parties, subject of this Agreement a	s a contract price at the time and in the
rescribed by the Contract and specified in the Bid and as a	

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS has mattered formation through the Parkey (PALL, 126, 47)

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of duranges, 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 thercot. 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 elearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15 Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 376, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without projudice to administrative sonetions 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 perfinent 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 dismages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the net or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREO	OF, the parties have hereum at ANGUNO /RIZAL	io signed this Agreem	ent this
Entity/Finn/Corporation	7	ZAL PROVINCIAL C	OVERNMENT
By: -y	Ву	. A	
Proprietor/Manager/President		REBECCA A. Y. Governor	
	WITNESSES		
MARISSEY, CLEOR	AS	MA, VICTOR	AB. TEJADA
	NOTARIAL ACKNOWL	EUGMENT	
REPUBLIC OF THE PHILIPPE NGONO RYZAL	NES)) S.S.		
BEFORE ME, a Notary	Public for and in Antipolo	City, personally appear	red the following
Name/Entity	Valid ID Presented	Date	Pince
ION REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
SIMMER SCREAMS	TIL 10. 232-667-30	,	

md. cly. 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

nix/Supelating of 1 stoney, I wome Yamon School Buildings at Timeter A.

Beyon St. Pen. Kinnestary School, Bryy. Son Pad	iro, Nocean, Zisek
WITNESS MY HAND AND SEAL thisday of ANOBER DAR! ZAL Doc No. 134 Page No. 24 Book No. 2 Series 2074 .	DED 7.9 2020 APPRIADE POPULATION AND TAKE PROJECT AND TAKE PUBLISHED AND TAKE
	\$2.00 \ \tau \\ \tau \ \tau \\ \tau \ \tau \\ \tau \ \tau \\ \tau \ \tau \\ \tau \ \tau \\ \tau \ \tau \\ \tau \ \tau \ \tau \ \tau \ \tau \ \tau \\ \tau \ \tau \ \tau \\ \tau \ \tau \\ \tau \ \tau



NOTICE TO PROCEED

29 December, 2020

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

Dear Mr. Manlapit;

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Improvement of Roads at Avila Compound, Brgy. Bagumbayan, 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 terum the other to the Provincial Government of Rizal.

Very truly yours,

rebecca a. Paares

Governor ₹

I acknowledge receipt of this Notice on:

1.4.202

Authorized Signature:

Name of the Representative of the Bidder,

JUAN PAOLO MIGUEL E. MANLAPIT

CONSTRUCTION AGREEMENT ()

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL COVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with priocipal place of business and office address at Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No.
Separament of hoods of Arile Compani, Segr. Vaganbayon, Fililia, Mani
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved plans, program of works and specification in consideration of the amount
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject router of this Agreement shall be completed within () calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a, SP Ordinance No. 21, a. 2025
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d, Drawing, Plans and Specifications e. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of Cash Doposit issued in eccordance 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 bereity covenants to pay the CONTRACTOR the amount of PESOS

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

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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 accurity of PESOS to thinked Mastern Personal Time Professor State Time Professor Theorem (P 219, 561.67)

 Philippine Currency, in the form of Petitionness Send as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Occuments;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Pailures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations 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 rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

 \int 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;
- If 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 Buccu 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 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 number agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/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 habte for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHERE OEC 2 9 2920	OF, the parties have hereunted Anticological Research	signed this Agreement	thisday of
Entity/Finn/Contention	RiZ	AT, PROVINCIAL GO Y	VERNMENT
By:	By:	5	
Proprietor/Manager/President	<u>EA</u> PIT	REDECCA A. YNA Governost	RES
	WITNESSES		
MARISSA N. CLEO	FAS	MA. VICTORIA	, trjada
	NOTARIAL ACKNOWL	COGMENT	
REPUBLIC OF THE PHILIPPI	NES)		
ANGONO, RIZAL) S.S.		
	Public for and in Antipolo C	ity, personally appeared	the following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Magila
JOHN PHOLO HERVEL, T. HAR	MARIE TIR BO. 000-15	9-947	

present	
This instrument, consisting of three (3) p written and has been signed by the parties hereto in	pages including this page wherein this acknowledgment is each and every page hereof, refers to the Agreement for.
Topusyment of Junior at Artile Couper	nd, Segy. Beguntayen, Plitlin, Miral
WITNESS MY HAND AND SEAL Riss ANGONO, RIZA_ Doc No Page No Book No Series 70	day of PEC 29 2000 at Right Province Country APTLY COUNTRY ALCOHOLS CONTROL Of Angeria Country Screens Of Angeria Country Screens Of Angeria Country Screens NOTARY PUBLIC! South Country Street ACTLY Country Street Refl of Activities On 2025. Ell (desires Alcohols) (Screens) (Screens) WOLE Con plant on No. VI-000785 Vol. 2 and April 14, 2022



NOTICE TO PROCEED

29 December, 2020.

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Improvement of Circumferential Road, Brgy. Bagumbayan, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

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

12/03/2020 # 18

CONSTRUCTION AGREEMENT 18

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organ existing under Republic Act No. 7160, with seal of government at the Rizal Provincial Circumferential Road corner P. Oliveros St., Brgy, San Roque, Actipoto City, represented in the	CapitoL
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 and office address at Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETII, That,	business by its Filipino
WHEREAS, the PROVINCE declares that certain infrastructure works should be constituted of the Sangganiang Panlalawigan Ordinance No. Improvement of Champforential food, flegs. Seguilogue, 7111116, file	,.
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical conto undertake the above said infrastructure works, has been declared as the Lowest Calculated Red Did in a public bidding held last, has accepted and binds itself to ut the construction and completion of the above said infrastructure works strictly in accordance following standards set forth in the bid documents, approved plans, program of works and specific consideration of the amount for the am	sponsive Indectake with the igation in
NOW, THEREFORE, for and in consideration of the foregoing premises, the participate as follows:	s hereto
1. The whole works subject matter of this Agreement shall be completed calendar days, in accordance with the provisions of Documents, Approved Plans, Program of Works and Specifications and supporting/related downlich are integrated herewith and incorporated berein by way of reference, namely:	the Bid
a. SP Ordinance No. 21, 4, 2620	
D. 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 b. Bid Security	
i. Addenda and Supplemental Bulletins	
j. Notice of Award of Coutract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations irreplementing R.A. No. 9184	
1/2. In consideration of the payment to be made by the PROVINCE to the CONTRACT latter hereby covenants with the PROVINCE to construct and complete the infrastructure works a thir Agreement in conformity with the province of the Contract;	fOR, the subject of
Cons St. Title PROTVINGE hereby servented to now the CONTRACTOR the amount of	PESOS
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Currency, in consideration of the construction and only upon completion of the infrastructus unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time a	re works

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. Proc Mandaul Ton Trusted Con Security State

 Passes 4 47/100 (P 462-146-47)

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

Seatton 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 tenninate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- f 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 duty stamped and received by the BIR and duty 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 correctors 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 WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of DEL 7 \$ 2020 _____ day of # Welliam City: Z.:... MAD ACE SEMEDIA CONFORMETICAL RIZAL PROVINCIAL GOVERNMENT Entity/Figu/Corporation Ву: By: REBECCA A. YNARES MI PARO HOME IL MELAPIT Proprietor/Manager/President Governora-WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PULLIPPENES). anatoroprizal BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented: Date Name/Entity Passport No. P8239281A August 5, 2028 Manila HON REBECCA A, YNARES jian maro kawal il marapit 'Yik ya. 444-194

all known to me and to me known to be the same person's who excepted the foregoing instrument and acknowledgment that the same is their feet voluntary set and deed as well as the entity that they respectively present

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

	wells sufficiently supervised service
WITNESS MY HAND AND SEAL this ANOSNO REAL this Doc No 130 Page No 27 Book No 2 Series 20 34.	day of OFC 2.5 PRO Application of the Provincial Capital Control of the Provincial Capital Control of the Provincial Capital Control of the Provincial Capital Capital Control of the Provincial Capital Capit



NOTICE TO PROCEED

29 December, 2020

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Improvement of Roads at Brgy. Takungan, Pilitla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

1.4.204

JUAN/PAOLO MIGUEL E. MANLAPIT

CONSTRUCTION AGREEMENT 19

KNOW ALL MEN BY THESE PRESENTS:

. This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Carcamferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, became 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 Foots City and herein represented by its Proprietor/President/General Manager, July 14250 12350 143
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pantalawigan Ordinance No.
Espersant of Reads at hegy. Tabungen, Pililie, Sisti
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the little little force to the foregoing premises, the parties hereto NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
$\sqrt{2}$, in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coveragets with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
14 The PROVINGE Acres acceptants to pay the CONTRACTOR the amount of PESOS
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

mennet 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

 Totally-Four Posts 6 05/200

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

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

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

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 times in full and on time, failure to do so will countle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and husiness tax returns duly stumped 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

44

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

Without projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the perlinent 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 acis 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

CORPORATION		ZAL PROVINCIAL GO	OVERNMENT
Entity/Firm/Corporation by:	Ву	8	
OM PAULO HEOÚES, R. IMIKA	TI	REBECCA A. YN.	
Proprietor/Manager/President		Governor (2
	WITNESSES		
c.Jr			
MARISSA N. CLEOFA	s	MA. VICTOR	B. TEJADA
N	OTARIAL ACKNOWE	EDGMENT	
REPUBLIC OF THE PHILIPPINE	ES)		
NGUNUPAL DE	5.5.		
BEFORE ME, n Notrry Pt	iblic for and in Antipola (Bity, personally appeare	ed the following
Name/Entity	Valid ID Presented	Date	Place
ION, REBECCA A, YNARGS	Passport No. P8239281 A	August 5, 2028	Manda
NI PARLO MICURL EL MINEAP	5T 7T# RO. 000-158	-017	

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

Separatement of Bonds at Bryy, Tokungsu, Pil	illa, Risel
WITNESS MY HAND AND SEAL thisday of ANGGNOFRIZAL Doc No. 13 Page No28 Buok No2 Strices 20[3] .	DEC 2.9 2021 In Rizal Previous (1.00 Previous Control

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NOTICE TO PROCEED

29 December, 2020

MR. JOHFEL C. VALMOCINA PRISMODIAL CONST. CORP. Quezon City

Dear Mr. Valmocina:

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

Construction of Jail Building for Bureau of Jail Management & Penology and National Bureau of Investigation at Pililla Manicipal Compound, Brgy. Bugumbayan, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governors "

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

SECTIVAL MOCINA

CONSTRUCTION AGREEMENT

W

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 scal 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
to do t blatory hour webble out in

PRISHOLDAL CONSTRUCTION CORPOR	ATTOM a sole proprietorship/private corporation, duly
	e Republic of the Philippines, with principal place of tusiness
and office address at	and herein represented by its
Proprietor/President/General Manager,	JOHFFE. C. VALMOCINA, of legal uge, Filipino
citizen, single/married, resident of	hercinafter referred to as the
CONTRACTOR, WITNESSETH, That	
pursuant of the Sangguniang Panislawigan Construction of Joil Build National Europe of Investi Begfonbeyon, Pilitie, Rise	ting for Furger of Jell Management & Penelogy end getion et Pililie Municipal Compense, Segy.
WHEREAS, the CONTRACTOR,	warranting that it has the financial and, technical competence
to undertake the above said infrastructure v	works, has been declared as the Lowest Calculated Responsive
Bid in a public bidding need last	has accepted and binds itself to undertake over said infrastructure works strictly in accordance with the
the constitution and completion of the ar	numeric appropriate plans program of works and specification in
rollowing surreards set form in the bid dec	nen Million Six Thousand One Sandred Sixty-Six
Paner & 13/100	uments, approved plans, program of works and specification in sen Million 51x Thousand One Mandred Sixty-Six (P 19,005,156.73), Philippine Currency.
NOW, THEREFORE, for and in	consideration of the foregoing premises, the parties bereto

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

- 1. The whole works subject matter of this Agreement shall be completed within **Three Burdens** (**300**) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 21, s. 2019
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f, Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eighteen Hillion Six Thousand One Mundred Sixty-Six Pesos 6 73/100

(P 18,006, 166.73), Philippine

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

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS PERFORMANCE CONTRACTOR OF PERFORMANCE CONTRACTOR OF PERFORMANCE CONTRACTOR OF PERFORMANCE CONTRACTOR OF SAME AGREEMENT AND AGREEMENT A
- 6. Contractor undertokes 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 game 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 resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- It. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries 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. 5184 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 tiable 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 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.

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

PRINCIPAL CONTROL CONTROL CONTROL RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

JUPPEL C. VALIMITANA

Proprietor/Manager/President

REBECCA A. YNARES

Governore-

WITNESSES

MARISSA N. CLEOFAS

MA. VICTORIA TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) \$.5.

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

Name/Emity Valid ID Presented Date Place

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

JOHES D. C. VALIDO CANA ... VOLUSE NO. 1802 - 98-3804(3) Passwork 4, 2014 R46, 2014 CM4.

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

This instrument, consisting of these (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 Juli Beliding for Surene of Juli Honogenest & Penelogy and Hatisani Barrer of Investigation at Mililia Hamisipal Compound, Begy-Beguniopen, Pililla, Risel

WITNESS MY HAND AND SEAL this DEC 19 29/2017 of _ Antipolo**mang und**, **R1ZAL**

for Angene in Prancional & Cardonal alim the PROVINCE OF RIZA!

Adm. December 31 2021.

Adm. December 31 2021.

NOTHING REPLIES PRIZE!

Rod of Alterneys No. 69250

SP Lifeties Member No. 016637 (1922).

MCLE Compliance No.VI-0007881

Valid until April 14, 2022.

ATTY



NOTICE TO PROCEED

29 December, 2020

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

Dear Mr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORP.—that work may proceed on the

Construction of Box Culvert at Natividad Street, Looban, Brgy. Maly, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

1.4 2221

Authorized Signature:

Name of the Representative of the Bidder:

CARLOS S. OERONIMO

CONSTRUCTION AGREEMENT 21

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duty organized and
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol,
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

CHOIR COMMISSION COMMISSION	. 4 2014 01401141414111	private corporation, duly
organized and existing under the laws of and office address at Roarigo	the Donublic of the Dhilimainan wish	advaignt along af business
and office address at	and herei	n represented by its
Proprietor/President/General Manager,	CARLOS CONCRETO	_, of legal age, Filiping
citizen, single/married, resident of	Red in the last hereinaft	er referred to as the
CONTRACTOR, WITNESSETH, That,		•

Construction of Pex Culvert at Maximided Street, Looben, Argy, Maly Sac Mateu, Risel

WHEREAS, the CONTRACTO	R, warranting that it has the financial and, technical competence
	works, has been declared as the Lowest Calculated Responsive 2020 has accepted and binds itself to undertake
Bid in a public bidding held last 3 04	bas accepted and binds itself to undertake
the construction and completion of the	above said infrustructure works strictly in accordance with the
following standards set forth in the hid d	(P 1.031 1997) A Philippine Currency.
consideration of the amount of	GILLest Fifty-Che-Tabushad Tares Shadred Gas
Feece 4 4V100	(P 4.031, 194, 197)), Philippine Currency.

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

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

 () calcular 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:
 - s SP Ordinance No. 227, 24 2020
 - b. Certificate of Availability of Funds
 - c Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - g Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Cuntract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby povenents to pay the CONTRACTOR the unional of PESOS one Militan Fifty-Cre Toursern Dress Machine Case Peecs 5 49/100
(P 1,031,161,49), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works
unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the
manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



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

 **Electry Fears* 6 43/100

 Philippine Currency, in the form of Performance Sent as a measure of guarantee for the faithful paymeliance of and compliance with his obligations under this Assessment and all

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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 Occoral Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Embty may rescand or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and 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 COMTRACTOR;
- 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, to 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.
- 13. 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 Lowever. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto; The process of arbitration under the foregoing faw 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 pertitions 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 intivarranted 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 _____ _DEE_2 9 2020 _______ . 4**/N/0/ONO** PR I ZAL CREEK COMMENDEDICE COMPONENTION RIZAL PROVINCIAL GOVERNMENT. Entity/Firm/Corporation By: REBECCA A. YNARES Proprietor/Manager/President Ciovernoty: WITNESSES MA, VICTORIA TEJADA MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)

) S.S ANSWARS997AL

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

Date Place Valid ID Presented Name/Entity Passnort No. P8239281A August 5, 2028 Manila HON, REBECCA A. YNARES. TIN NO. 009-082-732 CHELOS (ZDANDO)

all known to me and to me known to be the same person/s who excepted 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

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Construction of Now Colvert at Seriald See Mater, Rissi	led Street, Looben, Bogy, Mely,
WITNESS MY HAND AND SEAL disAntipolo City R	day of DEC 2.9 MIN PROPERTY FULL PARTY FULL



NOTICE TO PROCEED

29 December, 2020

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

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES — that work may proceed on the Repair / Repainting of Mutti-Purpose Covered Court & Stage, Ynares School Building Brgy, Guitnang Bayan I & Brgy, Ampid, San Mateo, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder - PORFIRIO P.

12/03/2020 # 22

CONSTRUCTION AGREEMENT 22.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with 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
	drganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, with principal place of business and office address at Tracky, Republic of the Philippines, and berein represented by its Philippines, and the Philippines, Republic of the Philippines, and the Philippines, Republic of the Philippines, and the Philippines, Republic of the Philippines, and the Philippines, Republic o
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 14, 14, 2020 namely:
	Bayels/Repainting of Hulti-Purpose Covered Court & Stage, Yeares School Building at Regy, Outsomy Reyon I & Brgy, Ampid, Son Mates, Risel
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within be completed within Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 18, e. 2000/AFSE Sec. Re. 2, v. 2000 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing. Plans and Specifications e. Construction Schedule
90	 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning hidder/s two (2) bidding envelopes h. Bid Security
•	 i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformatythereto 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;
<u>_</u>	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Milian Transport Four Rendered Richty-Inc Passes & \$7/100 (P I, U.), 442.03), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited in the Sid and at agreed upon by the Contract and prescited upon the side of the contract and prescited upon the side of the contract and prescited upon the side of the side of the contract and prescited upon the side of the contract and the side of t

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to 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 Tores itendred Eight Thousand Eight Rendred Forty-Fair Pages 6 57/100 (P 308,544.67

Philippine Currency, in the form of **Perferenced level** 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 Decuments;

- 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 limity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."



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

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

Without projudice to administrative sonetions that may be imposed in proper cases, a violation by the CONTRACTOR of anyfall of the provision of this Agreement, the hidding documents in any appeament/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 hability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Counts.

Jurisdiction over cryit cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the enty/momenably of the Province of Rizal where the infrastructure project or winks is inclosured.

IN WITHESS WHEREOF, the parties have become signed this Agreement this ____day of __DEC 2 9.7020 ... _ #ANGONO)RIZAL

NO-D INTERPRISES

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Βv

RIGIECCA A. YNARES (jovernor €

Proprietor Managor Fresident

WITMESSES

MARISSA N. CLEOFAS

NOTARIAL ACKNOWLEDGMENT

REPORTE OF THE PHILIPPINES) ANA MODURATAL

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

Name/Entity

Valid ID Presented

Date

Place

HOR, REBECCA A. VNARES

Ракуниі No. Р8239281A

August 5, 2024

Monila

PORPURED MERA

T2K NO. 154-422-889

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

This instrument, consisting of face (2) pages including this page wherein this acknowledgment is written and has been signed by the parties become in each and every page hereof, refers to the Agreement for

Repair/Reprinting of Multi-Purpose Covered Court & Stage, Teares Subsol Building at Scay, Suttmeng Coyon I & Sugy, Ampid, San Hatao, Black

WITNESS MY HAND AND SEAL that ...

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Cardona