

OFFICE OF THE GOVERNOR NOTICE TO PROCEED

26 April, 2021

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

Dear Mr. Ubindas:

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

KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the

Construction of Fence of Open Space at Baytonin Homes, Begy. Kalayaan, 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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

4-26-20-H

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Hit Whindan Commitmustion Com	perution , a sole p	reprictorship/p	rivate corporat	on, duly
organized and existing under the laws of t	he Republic of the Phili	ppines, with pr	incipal place of	business
and office address at Manage	sun, Mini	and berein	represented	by its
Proprietor/President/General Manager,	Latero W. Unindam		of legal age,	
	Sirengumen, Sina	hereinafter	referred to	as the
CONTRACTOR, WITNESSETH, That,				

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanagonians Pantalawigan Ordinance No. 23 see 2020 namely:

Construction of Penes of Open Space at Jaytown James, Bryty. Kelaysen, Jacobs, Jakol

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 have been declared 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 insered declaration are remarked.

The Pener and 04/100 (P 769,218,04), Philippine Currency.

NOW, THEREPORE, 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 Justy Firm (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely.
 - a. SP Ordinance No. 23, #. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications.
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addends and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS.

 From Rundred Staty Mine Thousand Two hundred Righteen June and 04/100

 (P 765, 218,04), 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 manuscr prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two ilumited Thirty Thousand 1 cm limited 1257 Five Peaces and 41/200 (P.23C-755-41)

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

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

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

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

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

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

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

IN WITNESS WHEREO	F, the parties have here	unto signo	I this Agreement t	APR 26 2021 day of
	t Antipolecillo, R1	-		
Entity/Firm/Corporation	Corp.	RIZAL PR	OVINCIAL GOVE	ERNMENT
By Ch.		Ву	9	
Proprietor/Manager/President	90	RE	Governor	RES
hal	WITNESS	ES		
LOLITE B. DREGUZM	AN_	MA	VICTORE B, T	EJADA
()	OTARIAL ACKNOW	VLEDGM	ENT	
REPUBLIC OF THE PHILIPPINI ANTIPOLO CLITINO, RIZAL)	S.S.			
BEFORE ME, a Notary Pr	thlic for and in William	o City, pen	enally appeared th	e following
Nume/Entity	Valid ID Prese	batm	Date	Place
HON REBECCA A. YNARES	Paseport No. 19823	9281A	August 5, 2028	Manila
L tire H. Dilyone	008-647-709			
all known to me and to me know acknowledgment that the name is the present.	n to be the same person from voluntary act ar	ny's who e d deed as v	secuted the forego- vell as the entity the	ng instrument and at they respectively

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

Construction of Fence of Corn Space Amores, Sizel	
WITNESS MY HAND AND SEAL this	day of Rizal Physiquial Capacit.
Antipolo City UT U RIZE Dac No. H39 Page No. 89 Book No. 9 Series 20 21	AT Angono Bushnesses & Carters at in the Property of State Control of Stat

Visita kittili April 14, 2022



NOTICE TO PROCEED

26 April, 2021

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

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONSN, that work may proceed on the Improvement of Cheerfulness Street, AFP Lagram Village, Brgs. Dela Paz, 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 Governod

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder

EDWING, FRANCISCO

CONSTRUCTION AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	This recite the care and care to the by and between
Circa	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized uncing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol uniferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this set by OVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
24	interprises and Construction , a sole proprietorship/private corporation, duly
organ and Proper citize	office address at Teressa ktosi and herein represented by its retor/President/General Manager, Edwin President and herein represented by its retor/President/General Manager, Edwin President of legal age, Filipton on, single/married, resident of Teressa, little hereinafter referred to as the TRACTOR, WITNESSETH, That,
punu	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in man of the Sangguniang Panlalawigan Ordinance No.
uti	Improvement of Generalizers Street, IV Logeon Village, Negr. dels For.
Bid in the consi- consi	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence dertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public hidding held last Research 2004 , has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the wing standards set forth in the bid documents, approved plans, program of works and specification in denation of the amount of Blacks Research 2005 , Philippine Currency. (P. 391,006,81), Philippine Currency.
hereb	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto by agree as follows:
514	 The whole works subject matter of this Agreement shall be completed within the completed within the provisions of the Bid
	aments, Approved Plans, Program of Works and Specifications and supporting/related documents to are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 23 at #4 2020 b. Certificate of Availability of Funds c. Scope Program of Work and Detailed Fatimate d. Drawing, Plans and Specifications
÷	e. Construction Schedule E. Request for Expression of Interest
700	1. Request for Expression of interest

biddet/s two (2) hidding envelopes h. Bid Secority 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

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

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

3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Turne limited Rinety Three Thousand Six Leans and St./100

(P. 102 005 81), 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 in the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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

 Philippine Currency, in the form of Conference look

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infinistructure 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 cannulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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, finlure 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 thoroun.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration 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 bereto to agree in writing to resort to other alternative modes of disputes resolution.

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

IN WITHESS WHEREOF, the parties have hereunto signed this Agreement this

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Entity/Firm/Corporation	intraction	RIZAL I	ROVINCIAL GOVI	ERNMENT
By:		By:	6	
Edicin G. Premotico Proprietor/Manager/President		R	Governor	RES
1	WITN	ESSES		
LOLITA BEDE CUZN	IAN_	M	L. VICTORIA B, T	EJADA
1	OTARIAL ACK	NOWLEDGN	TENT	
REPUBLIC OF THE PHILIPPIN	ES) S.S.			
BEFORE ME, a Notary P	ublic for and in Ant	ipulo City, pe	mornally appeared th	n following
Name/Entity	Valid ID I	resented	Date	Place
HON REBECCA A. YNARES	Paraport No. I	P\$239281.A	August 5, 2028	Mania
Savin W. Francisco	133-109-	300		
all known to me and to me know acknowledgment that the same is the present.				
This instrument, consisting written and has been signed by the p				
Improvement of Ches	erfelmen Stree	t, 139 Log	zom Village, Ar	ey. dela len,
WITNESS MY HAND AN	D SEAL this	dey of	18 2 - 2021 , at Rizal	Provincial Capital.
Antipolo City			ATTY SHIP	MARIE L. CAWTOS
Doe No. 474 Page No. 47 Beak No. 3 Series 20 1			for Angonia B NOT KNOT TO A UNIT PTR NO	MISSING CATANA
			CF Utations bits	mer No. 010632 / 7

Valle unit Famil 14, 2022



NOTICE TO PROCEED

26 April, 2021

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

Dear Mr Ubiadas

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

KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the

Improvement/Rehabilitation of Road and Construction of Drainage Canal

at JM Basa St., and Alley, thrgy. Libid, Binangunan, Risal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. VNARES

Lucknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

4 2K 200

LAURO M. UBIADAS

03/24/2021 # 3

CONSTRUCTION AGREEMENT 3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Management Hint , and herein represented by its Proprietor/President/General Manager, Lauro M. Ubindhe , of legal age, Filipino citizen, single/married, resident of Minimument, Hint , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

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

improvement/Rehabilitation of Wood and Construction of Dynings Const at JM Home St., and Alley, Bryy. Libid, Dinangosan, Sigal

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

The whole works subject matter of this Agreement shall be completed within the hundred sighty (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely

- a SP Ordinance No. 234 #+ 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

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- 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 Fix HELLion level Bundred works Thomsend Six Bundred Thirty Fix Jenos and 30/400 (P 6,766,656,30), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

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

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

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

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to 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, infinitructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-lenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without projudice to other courses of action and semedies available under the circumstances."

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipoler(lity): 1 ZPL RIZAL PROVINCIAL GOVERNMENT Whiteles Assatzuation Corp. Entity/Firm/Corporation By: By REBECCA A. YNARES Proprietor/Manager/President Governora: WITNESSES LOLITA B. DE GUZMAN __ NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLOGICINO, PAZA RIZAL BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following: Name/Entity Valid ID Presented Date Place HON REBECCA A YNARES Passport No. P8239281A Amount 5, 2028 Mamile Laure N. Toindes - 005-440-65s all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the name is their free voluntary not and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein thus acknowledgment is written and has been signed by the parties bereto in each and every page hereof, refers to the Agreement for Improvement/Rehabilitation of Wood and Cometruction of Drainage Commit at JR Same Stee and Alley, broy. Livid, Simmyonen, Simil APR 25 2021 WITNESS MY HAND AND SEAL this Antipolo City GUNO, RUZAL izal Provincial Espani.

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Series 20 2s

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for Angorio, Biolimentari & Cameron

MOMARY PUBLICOE OF PUPAL

PTE INCLUSION OF Rail of Attention his IDP seleting Names In D16637 IT USE MCLE Compliance No.VI-0007650 Votid until April 14, 2022

Commercial.



NOTICE TO PROCEED

26 April, 2021

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the
Improvement/Rehabilitation/Concreting (portion) of Oja Road
at Sitio Mambalon, Brgs. Mahabang Parang, 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 neknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

475 201

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 4

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

and office address at Banene	f the Republic of the Philip court, Himal		CONTRACTOR AND ADDRESS OF THE PARTY OF THE P	represented	ULVIOLEN DE LA COMPANIA
Proprietor/President/ General Manager,		-2000		, of legal age	Filipino
citizen, sangle/married, resident of CONTRACTOR, WITNESSETH, That,	Biningproper, ities!	-0	hereinafter	referred to	as the

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

Improvement/Rehabilitation/Schareting (portion) of Cja Head at Sitio

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 Hamb 24, 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Hillson Con Hundred, Seventy Four Thompson Plans and approved Fire them. Finon and 17/100 (P 5,17%, 515,17), 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 this Bundeed State (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely.
 - a SP Ordinance No. 23, no 2020
 - b. Certificate of Availability of Funds
 - c Scope/Program of Work and Detailed Estimate
 - d. Drawing. Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding envelopes
 - h. Bid Security
 - i. Addends and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS

 Province Company Company Thomas Province Pro





- 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 matrumentality to secure this Contract.
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS (P 1/2) 1 contractor has posted the required performance security of PESOS (P 1/2) 1 contractor has posted the required performance of the form of the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.
- 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 imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12 The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to:
- 14 CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That disputes that are within the competence of the Construction Industry. Arbitration. Commission to resolved shall be.



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 my of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and reatitions 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 tare located.

APR 25 2021

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place
HON RUHECCA A: YNARES Paraport No. P8239281A August 5, 2028 Manita
Laure Ma. Ubindan 008-440-689

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

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

greement for
at Sitio
PUBLIC PUBLIC INCE OF RIZAL printer 31, 303.
ADER NO. L. T. COC. STARTENCE M. SYN NO. 8/3250 OF NO. 016832 (F. 24) OF NO. VI-0007583 OF 14 2022



NOTICE TO PROCEED

26 April, 2021

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

Dear Mr. Goto

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

A.M. GOTO CONSTRUCTION—that work may proceed on the

Concreting (portion) of R. Sixon St., Brgg. Muhabang Parang, 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

I acknowledge receipt of this Notice on:

T-28-32-7

Authorized Signature

Name of the Representative of the Bidder

ARNEL M. GOTO

CONSTRUCTION AGREEMENT &

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgv. San Roque. Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE, and
, a sole proprietorship/private corporation, duf-
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at
ACCUMENTATION ASSESSMENT OF THE PROPERTY OF TH
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 28, 20 20 20 20 20 20 20 20 20 20 20 20 20
-necreting (particul of F. siron str. Srgy. canabang Parang.
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
(P
I. 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.
COMMONACIONAL DECONDERS CONTRACTOR CONTRACTO
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 wiming bidder/s two (2) bidding envelopes
h. Bid Security
i Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter 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
One Filling force ignored leventy like Thomased the Switzed like Land and
Currency, in consideration of the construction and only upon completion of the infrastructure works
unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as account mon by the Contractor.

1. 1. 1. S. 1. S.

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract.
- 3. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Pive Hundred Thirty Three Tourness Leven Hundred Thirty Three Tourness and 77/100 (P 53%-712-72)

 Philippine Currency, in the form of Thirty Three Tourness Lond 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.

 **Tourness Tourness T
- 6 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
- 8 The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE:
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be mixtained 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. Wahin the duration of the contract, CONTRACTOR shall regularly present a tax elegrance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arraing from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, Thus disputes that are within the competence of the Construction Industry. Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this S. Agreement, without prejudice, however to any mutual agreement of the parties bereto to agree in writing S. 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 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 forfesture 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/min works is/are located.	nicipality of the Province of	Rizal where the infra	structure project or
IN WITNESS WHEREOF,	the parties have hereunto sig NIPONOTKIZEL	med this Agreement t	hisday of
Early/Firm/Corporation	RIZAL	PROVINCIAL GOVI	RNMENT
By JAYX	By.	5	
Proprietor/Manager/President		Governor	RES
1	WITNESSES		
LOLITAB, DE GUZMAI		J HA. VICTORIA B. T	FILDA
	TARIAL ACKNOWLEDG	COUNTY	EHADA.
REPUBLIC OF THE PHILIPPINES ANEIPOLD RELY) S.S.	S.		
BEFORE ME, a Notary Publ	ic for and in Antipolo City,	personally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Pasaport No. P8239281A	August 5, 2028	Munila
Armel No works	237-140-342		
all known to me and to me known acknowledgment that the same is their present.	to be the name person/s who free voluntary not and deed	o executed the forego in well as the entity th	ing mitrument and at they respectively
This instrument, committing or written and has been signed by the part			
Concreting (portion)	of Re Hilson tee Brow	, Kababang Pitron	g, Mamorian
WITNESS MY HAND AND S	SEAL thisday of _	ATTY A EMPLO	KALEGE APOS
Dire No. 491		for Angono, Umas all in the ⊃E(()√) Until Date	ROTHER & CARTONS MCE DE ROTAL TORRE 31 JAN

NOTARY PUBLISHED FOR PARTY PUBLISHED FOR AN ASSOCIATION PROPERTY P

Value unde Agrié 14: 2022

Page No.

Phistic No. Senes 20 M



NOTICE TO PROCEED

26 April, 2021

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

Dear Mr. Ubindas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Repair/Repainting of Vinares Sch. Hidgs, and Vinares Stage at Brgy. Limbon Limbon, Hinangonan, 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

25 207

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. 716B, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgs. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON REBECCA A. YNARES, herein referred to as the PROVINCE; and

and office address at #5mm	ments disti	and	herein	represented	
Proprietor/President/ General Manager,	Leuro He Utdadon	Tales	IIICVV	of legal ago,	Filipino
citizen, single/married, resident of	Binameronam, Ri-al		hereinafter	referred to	as the
CONTRACTOR WITNESSETH, That,	(141.15-3-1411.144.1	

pursuant of the Sangguniang Panlalawigan Ordinance No. FF63 6, n. 2020 namely:

Reprinting of Incres School Suildings and Incres Stage at Brgy. Listen Liston, Binangonen, Rical

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last https://www.big.edu.com/petence 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 https://www.big.edu.com/petence/metence/metence/metence/metence/metence/ (P 1,599,240,40). Philippine Currency.

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

- - a SP Ordinance No. RUSE = 5, 8, 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coveraints 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 Can Hallen Pive Hundred Minety Rine Thousand Gover Hundred forty Percent and 45/100 (P. 1,559,710,40). Philipping Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."
- 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 asstained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Burnau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry. Arbitration: Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Aureement, the bidding documents or any agreement/imdertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any suscarranted 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/mu works is/are located	micipality of the Province of R	iral where the infrast	metur: project or
	the parties have hereumo signi Antipolo City, RIZAL ANGONO, RIZAL	ed this Agreement the	Thu is 1017
Fit Woisfes Construction C Entry/Firm/Corporation	RIZAL I	ROVINCIAL GOVE	RNMENT
By .	By	3	
Lings H. Ubiidae	6	EBECCA A YNAR	ne.
Proprietor/Manager/President	-i: ?	Governor	129
1	WITNESSES		
D81	MARKANI COOR	S/	mome
LOLITANE DE XUZMAN	č	AV AR TORAGE	EIADA
N	OTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLOGICANO, RIZAL		1ZAL	WINDS IN THE STREET
are the me a roday rea	ric roe and at Ampono City, po	sonarty appeared the	tedowing
Name/Entry	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239381A	August 5, 2028	Marila
Latro M. Ubiadem	006-410-689		
all known to me and to me known acknowledgment that the same is their present.	to be the same person's who is r free voluntary act and dood as	recented the foregoing well as the entity that	g instrument and they respectively
This instrument, consisting a written and has been signed by the per-	of three (3) pages including this ties kerero in each and every page	page wherein this ac chesest, refers to the a	knowledgeson is Econocit for
Repola/Repolating of Lisben Lisben, Binanguma,	Ymeros Johool Buildings	and Yeares Stag	pe at Braj.
		ATE	FIFT CANTO
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Dor No. 444 Fage No. 40		PTR NOISO	19.00

PTR NOISS 8174

HOP Eviction Melabor No. 2156-32 AT East MOLE Compliance No. 9156-32 AT East MOLE Compliance No. 91-0007605

Valt unit April 14, 2022

Hook No. Senes 20 21



NOTICE TO PROCEED

26 April, 2021

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

Dear Mr. Bilog.

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

Repair/Repainting of Ynares Stage and Brgy: Hall at Begy. Concepcion & Brgy. San Sulvador, Baras, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

25: 20 M

Authorized Signature

Name of the Representative of the Bidder

GERALD KENN SJ. BILOG

CONSTRUCTION AGREEMENT?

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	747 - 77 - 7600 - TU
	a sole proprietorship/private corporation, dul
mark.	zed and existing under the laws of the Republic of the Philippines, with principal place of busines
ang.	office address at horses, had been represented by it
Propr	etor/President/ General Manager,ld Renn of Dileg of legal age, Filipin
	single/married, resident of Forest, Man bereinafter referred to as the
	RACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
parso	int of the Sangguntang Panlalawigan Ordinance No. 23, 5, 2020 namely:
# 311.50cc	RENB No. F. m. 2020
	in/deprinting of Vasces Stars and December Fall at Bray. Conception
-1	ng. on blycher, heres, Birst
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
encontract	ertake the above said infrastructure works, has been declared as the Lowest Calculated Responsiv
010 10	a public bidding held last parch 24, 2001 has accepted and binds itself to undertake
	nstruction and completion of the above said infrastructure works strictly in accordance with the
tollow	ing standards set forth in the bid documents, approved plant, program of works and specification is
consid	eration of the amount of Man Service Dutray on Decreased Algebra coases and
-4/	(P == 1 OFO = 1). Philippine Currency.
	WAGER STREET, WILLIAM TO THE THE STATE OF TH
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties herete
ierchy	agree as follows:
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	1. The whole works subject matter of this Agreement shall be completed within
100	to (60) calendar days, in accordance with the provisions of the Bix
	sents, Approved Plans, Program of Works and Specifications and supporting/related documents
	are integrated herewith and incorporated herein by way of reference, namely,
	a SP Ordinance No 25, 5, 2020/10/50 No. 6, 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
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	bidden's two (2) bidding envelopes
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	bidden's two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit usued in accordance to the Rules and Regulations implementing R. A. No. 9184 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
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unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One incided Fifty Han Thousand Phree Bundred Learney four Ferom and 16/100 (P. 159,324-16).

 Philippine Currency, in the form of Serforman Fifth 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 Regulatious 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 restind 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.
- 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 arrang from the implementation of this Agreement shall be submitted to arbitration under Republic Act No. 876, also known as the "Arbitration Linv" Provided however, That disputes that are within the competence of the Construction Industry. Arbitration: Commission to resolved shall be.

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

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

Jurisdiction over civil cases of 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.

APR 75: 2021

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY, P. I ZAL) S.S.

OLO CITY NO. P.1 ZAL SS.

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

Name/Entity Valid ID Presented Date Place
HON RESECCA A. VNARES Prosport No. P8239281A August 5, 2028 Marshs
Gorrold Keets 5J., Billon 196-519-325

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 doed as well as the entity that they respectively present.

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

Ampairy's painting of Yeares Stage and Derengey Hall, at Sray. Concepcing and Broy. Dan Calvedor, Haras, Sizel

WITNESS MY HAND AND SEAL this APR 25 2527 of _

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Valid until April 14, 2022



NOTICE TO PROCEED

26 April, 2021

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

Dear Mr. Rivera

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Repair/Repainting of Yourer School Buildings at Baras Elem. School, Brgy. Concepcion, 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 Rizal

Very truly yours,

REBECCA A. YNARES Governor &

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

9.28 764

03/24/2021 # 8

CONSTRUCTION AGREEMENT &

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at North, Manager, Ma

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiana Panlalawigan Ordinance No. 30.30 Ho. 5, no. 2020 namely:

Sepain/Sepainting of Yeares School Smilnings at Seros Simma School, Sary, Concepcion, Sares, Rissl

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 various 24, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of 51x Million flower Defend Mary Mine Thomas 21vo

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

 The whole works subject matter of this Agreement shall be completed within the fundred 44 letty (160) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/soluted documents which are integrated herewith and incorporated herein by way of reference, namely.

N

- a. SP Ordinance No. 19930 He. 6, No. 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 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 six HELLion seven flundred Marty Time Thousand Five Rundred Fesos and 49/400.

 (P £ 762 * CO 49). Philippine Currency, in consideration of the construction and only upon completion of the infinstructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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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 (1) 1111 (1)

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 thereou
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to urbitrators 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 of Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the pactice tave Research signed this Agreement this Fit 2 is 2021y of at Adipolo City. Teknier Construction and Supplies RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By By: REBECCA A. YNARES Governor & Proprietos/Manager/President WITNESSES TORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CINO KI ZAL 18.5: JUKE LAN BEFORE ME, is Notary Public for and in Whitipolo City, personally appeared the following Place Name/Entity Valid ID Presented Date: Awgust 5, 2028 HON REHECCA A YNARES Passport No. P8239281A Manila 425-01-000 diein a. Hivers

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 DIESCHI

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

Branis Constitute of Tennes School Scildings at Sarah Street Compounter, Daring Risal WITNESS MY HAND AND SEAL this III 25 707 by of for a Boat Provincial Capitol. Authoro Capital Hall EAL Doc No. PP#19/21/2019/44 NUTACTION

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0/11/F# 106 P/C Velid Lindi Acres 14, 74



NOTICE TO PROCEED

26 April, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Buras, Rizal

Dear Engr Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS—that work may proceed on the Construction/Concreting at Purok 2, Brgy. Bayago, Jalojaia, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

4.8 30 1

Authorized Signature

Name of the Representative of the Bidder

RENATO)C. VILLAROMAN

CONSTRUCTION AGREEMENT 9

KNOW ALL MEN BY THESE PRESENTS:

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In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of

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

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

Rules and Regulations implementing R.A. No. 9184

this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Each Hundred *1. to Seven Thousand *our hundred forty 250 Peace \$ 60/400 (P 667,442.68), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works maless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor premised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two Rundred "Laty Six Thomsand Two Eughtred District Two Person and 80/100 (P 265, 212, 80)

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

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

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

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

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referred thereto: The process of arbitration unifor 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 hable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this to 7 | Highly of III ANTIPON CONO RIZAL RIZAL PROVINCIAL GOVERNMENT and Smilders Entity/Firm/Corporation By By. REBECCA A. YNARES Governor & Programor/Manager/President WITNESSES LOLITA B. DE GUZMAN _ NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO ENGUNO. RIZAYS.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Nume/Entity: Passport No. P8239281A August 5, 2028 Manila HON REBECCA A YNARES 2014G=Ce4 Reports VIII proper all known to me and to me known to be the same person's who executed the foregoing matrument 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 Agraement for

Antipolo City No. 419

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Page No. 419

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NOTARY PUBLISHED.

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NOTICE TO PROCEED

26 April, 2021

MR, OLIVER O.AQUINO OLIVER AQUINO CONSTRUCTION Binangonan, Rizal

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to
OLIVER AQUINO CONSTRUCTION—that work may proceed on the
Improvement of J. Borja St., Brgv. Bagumbong, Jalajala, Rizul
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:

4-26-267

Authorized Signature

Name of the Representative of the Bidder.

OLIVER O. AQUINO

CONSTRUCTION AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
Cin	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and sting under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol, cumferential Road corner P. Oliveros St., Brgy. San Roque, Antipulo City, represented in this act by
113.4	GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and
	a sale proprietor-bin/private corresption dule
Pro citi	anized and existing under the laws of the Republic of the Philippines, with principal place of business of office address at a second separate and herein represented by its principal/President/General Manager, Cliver and herein represented by its principal/President/General Manager, Cliver and herein after a configuration of legal age, Filipino gen, single/married, resident of the second second hereinafter referred to as the INTRACTOR WITNESSETH, That,
pur	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in namely;
	Jacomenic of J. Sorje St., Bayanten, Jelajala, 21ml
Bid the folloon	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence indertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public bidding held last to undertake construction and completion of the above said infrastructure works strictly in accordance with the owing standards set forth in the bid documents, approved plans, program of works and specification in sideration of the amount of the state of
	(P. 1,067,550,). Philippine Currency.
Doc	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto obly agree as follows: 1. The whole works subject matter of this Agreement shall be completed within the provisions of the Ball caments, Approved Plans, Program of Works and Specifications and supporting/related documents of are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 25, a. 2020
	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications
	e. Construction Schedule
	f. Request for Expression of Interest
	 g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
	h. Bid Security
)	i. Addenda and Supplemental Bulletins
80	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 refereby covenants with the PROVINCE to construct and complete the infrustructure works subject of Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The Hillian Spite St. Sound for Second Fifty Kine Personal ST/100 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

- The CONTRACTOR watrants that he has not given not promised to give any money or gift to my
 official or employee of the PROVINCE, or my Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS The rest than the Contractor has posted the required performance security of PESOS The rest than the Contractor has posted the required performance and \$5/100 (P326,007,88).)

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's 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 doly sulidated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to infatrature under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this APE 2 & 2004 of at Autipoly GERIZAL

By

Cliver Juino Gonetruction
Entry/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By

Proprietor/Messager/President

REBECCA A YNARES

WITNESSES

LOUITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place

HON REBECCA A. VNARES Passport No. P8239287A August 3, 2028 Minute

Of Special Indiana. 1823-211-222

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

This instrument, comming of three (3) pages including this page wherein this acknowledgment is stritten and has been signed by the parties fereits in each and every page bernot, refers to the Agreement for.

Improvement of J. Borje Mt., Brgy. Belling, Jelajale, Risal

WITNESS MY HAND AND SEAL ING	day of APR 2 5 2021 AND THE THE CHARLES
Amipolo Gny 17AL	MCFIRST COMME
Dinc No. 2 Page No. 2 Back No. 2 Series 20 2	for Angeline, Ginemporter & Cardonial and in the PROMERCE OF RIZAL THAIR DESCRIPTION AND ANGEL ANGEL AND ANGEL ANGEL AND ANGEL

PTE NO. MARKET NO. USESSO IBP Lifetinia Mainter No. U16932 MUZA MOLE Compliance No.VI-0907893 Valid until April 14: 2022



NOTICE TO PROCEED

26 April, 2021

MR. GERALD KENN SJ. BH.OG 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

Concreting (portion) of Lirio St., Brgy. Bayugo, Jalajala, Rizul effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

9-03-0cm

Authorized Signature

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONSTRUCTION AGREEMENT //

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
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 some and of legal age, Pilipine citizen, anglemanned, resident of legal age, bereinafter referred to as the CONTRACTOR, WITNESSETH, That
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlahawigan Ordinance No. 28 + 8 2020namely:
Community (portion) of Livie St., Brys Layuge, Jakejaka, Rigal
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 hards 2 5021 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 o
NOW, THEREFORE, for and in consideration of the foregoing promises, the parties hereto hereby agree as follows:
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. 23, 8+ 2020
b. Certificate of Availability of Funds
c. Scope Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest
 g. Hidding Documents including all the documents/statements contained in the winning hidden/s two (2) hidding envelopes
h. Bid Security
Addenda and Supplemental Bulletins Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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

Core relation First land on 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,

N:



- 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 Faur Handred Seventy Three Pages and 03/100 (P\$73-200-03)

 Philippine Currency, in the form of Pagescrusture Bond on a measure of guarantee for the

Philippine Currency, in the form of participance 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 meorporated herewith, in accordance with the Bidding Documents.

- 6 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9384, otherwise known as the Government Procucement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages of restitution shall be applicable in the implementation of this Agreement.

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

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

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

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/indertaking 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 consuit of liquidated damages and restitution for the damages done of the furfinture 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 thin 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.

LPR 2 5 2021

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPENES)
ANTIPOLO, CUMO, RIVERSO (S.S.

BEFORE ME, a Notary Public for and in Milifeld Chy, personally appeared the following

Name/Entity Valid ID Presented Date Place
HON REBECCA A VNARES Passport No. P8239281A August 5, 2028 Minula
Gerald Kenn 5d, 881pe 198-218-228

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

This instrument, comusting of three (5) pages including this page wherein this acknowledgment is written and has been signed by the parties lengto in each and every page barron, refers to the Agreement for

Concreting (portion) of Mario It., Bryy, Bayers, Jalajala, Mital

APPROVED AND SEAL IN PR 25 2021 day of

Doe No. 142 Page No. 30 Basis No. 9 Scriet 20 21 tor Angono, is in injunitial Count of the province of Rival Unit County at the province of Rival Unit County at the province of Rival Unit County and Angold County and Angold

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MICHE Crimmianoc No. VI. 0007883

Variet will April 17, 2022



NOTICE TO PROCEED

26 April, 2021

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

Dear Mr. Goto:

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

A.M. GOTO CONSTRUCTION—that work may proceed on the

Concretting of Feeder Road between Purok 1 and 2 at Sitio Kanitaran, Brgy. Palaypalay. Jalajala, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

4.28 2021

03/24/2021 # 12

CONSTRUCTION AGREEMENT 12

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7166,	NT OF RIZAL, a local government unit, duly organized and with seat of government at the Rizal Provincial Capitol L. Brgy, San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON REBECCA A. YN	ARES, berein referred to as the PROVINCE; and
Goto Construction	, a sole proprietorship/private corporation, dul
organized and existing under the laws of the and office address at Proprietor/President/ General Manager, citizen, single/married, resident of CONTRACTOR WITNESSETH, That,	e Republic of the Philippines, with principal place of busines and berein represented by it of legal age. Frippin
WHEREAS, the PROVINCE deels pursuant of the Sanggumang Panlalawigan to	ores that certain infrastructure works should be constructed in Ordinance No. 13 * 6 * 2020 namely
Connecting of Feeder Rand may. Pulsyrelay, Valsjale, Rin	between Furnk 4 and 2 at ditio Scalurus,
to undertake the above said infrastructure was Bid in a public bidding held fast March 2 the construction and completion of the about following standards set forth in the bid does consideration of the amount of the bid does consideration of the amount of the bid does be be about the bid does be be about the bid does be be below to be be be be below to be be be below to be be be below to be be be below to be below to be below to be be below to	warranting that it has the financial and, technical competence works, has been declared as the Lowest Calculated Responsively. has accepted and binds itself to undertakence said infrastructure works strictly in accordance with the ments, approved plans, program of works and specification in the contract of the contr
34 7 mmcc mp6 76/100	(P 1,001, 77, 70), Philippine Currency
(_60_)	matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bic Works and Specifications and supporting/related documents ted herein by way of reference, namely.
a. SP Ordinance No. 23, Fr. 208	
 Certificate of Availability of Func 	
 Scope/Program of Work and Deta 	TO THE PROPERTY OF THE TANK OF
d Drawing, Plans and Specification	87
 Construction Schedule Request for Expression of Interest 	
	the documents/statements contained in the winning
hidder's two (2) bidding envelope	
h. Bid Security	
i. Addenda and Supplemental Buller	
j. Notice of Award of Contract and t	
k. Credit Line Certificate/NFCC/Cer Rules and Regulations implementing	rificate of Cash Deposit issued in accordance to the R.A. No. 9184
	to be made by the PROVINCE to the CONTRACTOR, the to construct and complete the infrastructure works subject o nce of the Contract;
3. The PROVINCE hereby cover	unts to pay the CONTRACTOR the amount of PESOS
Currency, in consideration of the construct	(P 1,006,170.78). Philippine tion and only upon completion of the infrastructure works

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

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

they

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 tigning of this Agreement, the Contractor has posted the required performance security of PESOS

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

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

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

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

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

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

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

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

GILLIE DE STOMES	RIZAL P	ROVINCIAL GOVE	ERNMENT
Entity/Firm/Corporation			III DOMENTO
By: Lifex	By:	ń	
mol by more	5	REBECCA A. YNAI	RES
Proprietor/Manager/President		Governor-	
1	WITNESSES		
lat		K	
LOLITA BE DE CUZAT	AN_ M	A. VICTORIA B. T	EJADA
/ "	OTARIAL ACKNOWLEDGE	MENT	
ANTIROLO CITY	(S) (S)		
BEFORE ME, a Notary Po	ablic for and in Antipolo City, pe	cracually appeared th	c following
Name/Entiry	Valid ID Presented	Date	Place
HON REBECCA A YNARHS	Passport No. 28239281A	August 5, 2028	Manife
imilia. Yata	277-h-02-52		
all known to me and to me know acknowledgment that the same is th	ns to be the same persons's who mr free voluntary act and deed as	executed the forego	ing instrument an

Concreting of Feeder Sund Selver Brgy, Felsypoley, Johnjele, Sirel	n Furck 1 and 2 at Little Eschures.
Antipolo City DIZAL Doe No. U30 Page No. 23 Book No. 2 Series 20_31	day of APR 2 2071 at Rivel Provincial Capitol, ATTY Acinia MARIE L. CANTOS NUTARS PUBLIC for Angeno, Commissionaria Carrisma all in the Proprint Capital Capital NOTAR PUBLICIONE 3 1991 Ann. Matter No. 19 204 Ann. Matter No. 19 204 Por Matter No. 19 1007 50 High Citalline sometime No. 19 1007 83



NOTICE TO PROCEED

26 April, 2021

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is bereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Constn. of Stone Masonry for Slope Protection of Creek at Sitio Biga, 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

I acknowledge receipt of this Notice on:

Authorized Signature
Name of the Representative of the Bidder

4 × 24 X

JUAN/PAOLO MIGUEL E, MANLAPIT

03/24/2021 # 13

CONSTRUCTION AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque. Antipolo City, represented in this act by its GOVERNOR, HON REBECCA A YNARES, herein referred to as the PROVINCE, and
La Bunobio Ace Development Corp 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 Factor City and herein represented by its Proprietor/President/ General Manager, Juan Faulo Riguel Hanlapit of legal age, Filipine citizen, single/married, resident of Faulo City hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Panialawigan Ordinance No. 23, 8, 2020 namely:
Construction of Stone Pheomry for Slope Protection of Greek at Pitic Bigs, Prays, 3rd District, Julejala, Pigol
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding beld last Nerch 24, 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Fillion Two Fundred Seventy Eight Thousand 5ix Hundred Thirty Eight Follow & 98/100 (P. 1,278,656,98). Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
The whole works subject matter of this Agreement shall be completed within Sixty ((()) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely
a SP Ordinance No. 23, s. 2020
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
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 Assemble Contracts and the Contractor's Conference thereto
 Notice of Award of Contract and the Contractor's Conformity thereto Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Nillian Van Tundred Leventy Titht Thousand Six Hundred Thirty Sight Laure and 98/100 (P. 1,278,638,98), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Rundred Sighty Three Thousand Five Hundred Hinety One Peace and 59/100 (P 383 591.50)

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

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

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

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

IN WITNESS WHEREOF, the parties buy Mircunto signed this Agreement this APR 15 2021 day

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Duseble Ace welcoment Cores

Dv.

REBECCA A VNARES Governor*

Proprietor/Manager/President

Juan Paulo Niguel F. Manispit

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
AN INCHES (CORT CALL) 155

RIZAL BEFORE ME, a Notary Public for and ig Addiolo City, personally appeared the following

Numc/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Paniport No. P8239283 A

August 5, 2028

Miniti

all language to properly the foregoing instrument and acknowledgement that the same is then tree voluntary and and deed as well as the entity that they respectively present.

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

Construction of Stone Masonry for Slope Protestion of Greek at Sitis

Bigs, Bray, 5rd District, Jalajals, Hisel

AMIDEN BOND RIZHAND AND SEAL THE

day of APR 2 5 202

NOTARY BUBL

for Angeres, Blamgonan & Cardona at in the PROVINCE OF RIZAL NOTAL STRUCK No. 14 -000

PTR NO 1600 NOTES Roll of Appendix No. 09250 IEP Lifeting triembar (vn. 018637 /? 20) WOLE Compliance No. VI-3007883 Valid until April 14, 2027

Birth No.

Dod No. Page No. _ \$4

Series 20 34



NOTICE TO PROCEED

26 April, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman.

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

Rehabilitation of Matagbak Feeder Road, Sitio Matilox, Begy. 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 Governel

I acknowledge receipt of this Notice on:

9-28-2479

Authorized Signature:

Name of the Representative of the Bidder.

RENATOR VILLAROMAN

CONSTRUCTION AGREEMENT 11

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of t and office address at acres, Proprietoe/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Rissi note Villaresso	and herein	represented of legal age, referred to	by in
WHEREAS, the PROVINCE dec pursuant of the Sangguniang Panlalawigan	lares that certain infrastr Ordinance No. 3 5 6+	ucture works	should be conv	tructed in rely:
Hotebilitation of Datagoe	k Forder Hond, Est	o Hattini,	Brgy. Bagu	aboyun,



to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Narch 24, 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million of Mindred Seventy Hine Thomsand

Light Sundred Thirty Seven February and 62/100(P. 1,620,832,62.) Philippine Currency.

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

- The whole works subject matter of this Agreement shall be completed within the Rundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely.
 - a. SP Ordinance No. 23, 8, 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications-
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addende and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto.
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Three Hillian Six fundred Seventy Nine Thousand Birth thundred Thirty Seventy and 1/100 (P. 3,679,837,62). 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.



W

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 toquired performance security of PESOS One Halliam One Standard Three Thousand Name Handred Fifty One Funds and 29/400 (* 1,403,951,29)

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

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

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

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

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

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

 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 their 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 horizonter 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 DIR 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" Principled flowever. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

A.

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Amigolo City, PIZA RIZAL PROVINCIAL GOVERNMENT Lard Buildern Entity/Firm/Corporation By By: REBECCA A. YNARES Convernors Proprietor Adpager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLORITOUNO, RIZALS ANGONO RIZAL BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name/Entity August 5, 2028 Passport No. P8239281A Manila HON REBECCA A YNARES 119-041-448 Remute Villareman

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

Sghabilitation of Waterbak Feeder Road, Sitt	io Metilos, Brgy. Bagumbayan
WITNESS MY HAND AND SHALLING PER 25 2021 day of	AT at Rival Woylneid Capitol
Antipolo ChyGUNO, RIZAL	for Alligation of the spinose of files

Doc No. USB Page No. 11 Hook No. 2 Series 20-24

NOTARY PUBLICASONS

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NOTICE TO PROCEED

26 April, 2021

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to
S.B. SORIANO CONSTRUCTION—that work may proceed on the
Rehabilitation of Mataghak Feeder Road, Sitio Calampang, Brgy. Bagumhayan, Pililla, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. VNARES

l acknowledge receipt of this Notice on

Authorized Signature: Nume of the Representative of the Bidder:

SIDNEY, B. SORIANO

CONSTRUCTION AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT runde and entered into by and between

This ACROEMENT funde and en	icred into by and between
The PROVINCIAL COVERNS	MENT OF RIZAL, a local government unit, duly organized an
wieting under Republic Act No. 7166), with sent of government at the Rizal Provincial Capito
Circum Countries Panel province Of Oliverna	St., Brgy. San Roque, Antipolo City, represented in this act b
IB GOVERNOR, HON, REBECCA A.	YNARES, herein referred to as the PROVINCE; and
C no significant contributions	THE DEPOSIT OF STREET, WHICH THE PROPERTY OF T
SADA DIMINING GONGENOGILON	, a sole proprietorship/private corporation, dul
organized and existing under the laws of	the Republic of the Philippines, with principal place of busines
and office address at	and herein represented by it
Proprietor/President/General Manager,	SHORLY SORIANO of legal age, Filipin
citizen, single/married, resident of	bereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	L. Committee of the com
Calculation of the Calculation o	
	clares that certain infrastructure works should be constructed i
pursuant of the Sangguniang Pantatowaga	n Ordinance No. 25, #. 2020 namely:
market Heart long of States hale	Feeder Ford, Siria Calmoney, Buyy, Begunbayen,
Militin, Skini	the state of the s
Control of the control	
WHITE AS OF COMERACTOR	t, warranting that it has the financial and, technical competence
WITEREAS, IDE CANTRACTOR	works, has been declared as the Lowest Calculated Responsive
to undertake the noove said uttrastructure	works, him been decigned as the cowest carculated responses
Bid in a public bidding held last	has accepted and binds itself to undertak
the construction and completion of the i	above said infrastructure works strictly in accordance with the
following standards set forth in the bid do	currents, approved plans, program of works and specification i
consideration of the amount of Own	111(m time Munified Sevency-Five Thousand Four
Handred Sorty-One Peron & 31/10	(P. 1,=75,=61,33), Philippine Currency.
	도 하트로 등 기념 및 1g 1 1
NOW, THEREFORE, for and i	n consideration of the foregoing premises, the parties heret
hereby agree as follows:	7 NW 2
1. The whole works subject	matter of this Agreement shall be completed within
Chairta C. 80) calendar days, in accordance with the provisions of the Bi
Documents, Approved Plans, Program of	f Works and Specifications and supporting/related document
	rated herein by way of reference, namely:
	A 100 100 100 100 100 100 100 100 100 10
a SP Ordinance No. 23, 9, 2	N (D)
b. Certificate of Availability of Fi	
 Scope-Program of Work and De 	
d. Drawing, Plans and Specification	ofis
e. Construction Schedule	
f. Request for Expression of Inter-	DE
g. Bidding Documents including a	ill the documents/statements contained in the winning
bidder/s two (2) bidding envelo	
h. Bid Security	jan de la companya de
	titles.
 Addenda and Supplemental Bul 	
	d the Contractor's Conformitythereto
	Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implement	ing R.A. No. 9184
Carried to the particular special residence of the control of the	
	nt to be made by the PROVINCE to the CONTRACTOR, the
latter bereby covenants with the PROVING	CE to construct and complete the infrastructure works subject of
this Agreement in conformity with the pro	vince of the Contract;
CENTRAL PROPERTY CONTRACTOR OF THE PROPERTY OF	CANNELL CONTROL AND
	renants to pay the CONTRACTOR the amount of PESOS
One Million Hine Hundred Sever	hty-Pive Thousand Four Number Forty-One Feros
1 33/100	(P 1,975,461,33), Philippine
	action and only upon completion of the infrastructure works
	bject of this Agreement as a contract price at the time and in the
	ecified in the Bid and as agreed upon by the Contractor;
me brainings of me commes and after	The state of the s

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 against of this Agreement, the Contractor has posted the required performance security of PESOS. Five languaged Minery-Two Property Managed.

Thirty-Two Preson & 40/100 (P. 192, 5.32, 51))

Philippine Carrency, in the form of Property Ford as a measure of guarantee for the first full compliance of and compliance with his obligations under this Agreement and all

Philippine Currency, in the form of <u>Performance Borid</u> as a measure of guarantee for the furthful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereta and/or incorporated betweeth, in accordance with the Bidding Documents.

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- in this words and expressions shall have the same meanings as respectively assigned to them
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- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Burusu 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 irrbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any matual agreement of the parties hereto to agree in writing | \$\infty\$ 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 uny/all of the provision of this Agreement, the bidding documents or any agreement undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

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

IN WITNESS WHEREO	OF, the parties have hereunto sign an AGO PROCESS ZAL	ed this Agreement t	hisday of
SARA SOMEMED CONSTRUCT	449004100	ROVINCIAL GOV	ERNMENT
Entity/Fifth/Corporation	194071120	AND DESCRIPTION OF THE PARTY OF	AND SOME OF STREET
By:	By:	#	S:
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Proprietor/Manager/Proydent		Governor >	KES.
	WITHITEETE		
10,	WITNESSES	01	
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LOLITA E. DE GIÉSA	MAN_ M	A. VICTORIA B. T	EJADA
/	NOTARIAL ACKNOWLEDGS	MENT	
ANGEOLO CHY	ES) S.S.		
BEFORE ME, a Notary I	ublic for and in Antipolo City, pe	rsonally appeared th	c following
Name/Entity	Valid ID Presented	Date	Place
HON REHECCA A. YNARES	Panaport No. P8239281A	August 5, 2028	Manife
SILINEY SCREAMS	TUI NO. 233-687-269		
all known to me and to me know acknowledgment that the same is t present.	wn to be the same person/s who beir free voluntary not and deed as	executed the forego well as the entity th	ing matrument and at they responsively
This instrument, consisting written and has been aigned by the	g of three (3) pages including the parties hereto in each and every pag	s page wherein this a se hereof, refers to the	acknowledgment is Agreement for
lerabilitation of Matagbal Fililla, Pizal	Tueder Read, Sittle Colum	mong, Brgy. Be	gumbayan,
WITNESS MY HAND AN	D SEAL thisday of A		Provincial Capitol,
Doc No 433		NOTAR	y or fill IC
Page No. 88 Book No. 2		DOMENT PRO	MARK OF REPAI
Series 20 34		TIOSH TIS	comber 31 301

FIRE OSSSTWA

Roll of Allminous No. 69757 DP Lifetime Member No. 01663777 22 MCLE Compliance No. VI-0007883

Visio until Acro 14, 2022



NOTICE TO PROCEED

26 April, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Banas, Rizal

Dear Engr Villaroman:

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

Concreting of Ground infront of Barangay Hall, Brgs. Malaya, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governoid

l acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

4-240-2424

RENATO(C VILLAROMAN

CONSTRUCTION AGREEMENT 16

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, #, 2020 warrely. Concreting of Ground Infront of Berengsy Hell, Brgy, Melsys, Pilille, Rizel WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsible in a public bilding held last 24 Herech 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved plans, program of works and specification consideration of the amount of Six Hundred Forty Thougand Four Hundred Forty-Six Peace 5 39/100 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 Sixty (SO) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No 23, #, 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R. A. No. 9184 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covernals with the Province of the Contract. 3. The PROVINCE hereby covernan	This AGREEMENT made and entere	od into by and between:
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Bares, Rizel and berein represented by at Proprietor/President/ General Managor, Rizel UTILABENAS of legal age. Filipine citizen, single/married, resident of Bures, Rizel hereinafter referred to as the CONTRACTOR WITNESSETH, That. WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in neurostrated of the Sangguniang Panlalawigan Ordinance No. 23, s. 2020 warrely. Concreting of Ground Infront of Baresrays Hell; Brgy. Melays, Pilills, Rizel WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 28 Merch 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved plans, program of works and specification in consideration of the annount of Six Farnthred Forty Thousaged Four Handred Porty-Six Peace 3 39/100 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 Sixty Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by wary of reference, namely: a. SP Ordinance No. 23, s. 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security Addenda and Supplemental Bulletins 1. Notice of Avard of Contract and the Contract of Conformity ther	existing under Republic Act No. 7166, v Circumferential Road corner P. Oliveros St.	with neat of government at the Rizal Provincial Capitol, Brgy, San Roque, Antipolo City, represented in this act by
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Berger, Rizel and berein represented by its Proprietor/Prosident/ General Managor, REPATO VIII.ABDMA of legal age, Filipine etitizen, single/married, resident of Burger, Rizel berein referred to as the CONTRACTOR WITNESSETH, That. WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumiang Panlalawigan Ordinance No. 23, s. 2020 unurely. Concreting of Ground Infront of Berengay Hell, Brgy, Melays, Pilills, Rigel 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 24 Merch 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six Euroba 2021 (P 640, 446, 39). Philippine Currace. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows. 1. The whole works subject matter of this Agreement shall be completed within Sixty. (50) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. 23, s. 2020 b. Certificate of Availability of Funds c. Seope/Program of Works and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security Addenda and Supplemental Bulletins Notice of Avarid of	LARD BUILDERS	a sole proprietorship/private corporation, duly
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(P_54Q_445_39), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works	Six Hundred Forty Thousand Four	Hundred Forty-Six Peges 5 39/100 Philippine Philipp

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

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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Standard Principal Principal One Hundred Thirty-Three Peeps 5 92/100 (P 192,133.92)

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;

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE.
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elegrance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be solunited 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 6 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anytall of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9180, and its Implementing Rules and Regulations, shall make the CONTRACTOR hable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any imwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Invisdiction over civil cases or stat 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 hereonto signed this Agreement this APR 25 1921, of at Antinological Do. RIZAL LARD BUTLDERS RIZAL PROVINCIAL GOVERNMENT Entiry/Firm/Corporation By: By TLLABOMAH REBECCA A. YNARES Proprietor/Manager/President Governor & WITNESSES LOLITA B OR!A B. TEIADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO EMNONO, RIZAL 18.8 BEFORE ME, a Notary Public for and in AMESIS City, personally appeared the following Name/Entity Valid ID Presented Date Place HON REBECCA A. YNARES Prinsport No. PR219211A August 5, 2028 Mantla REMATO VILLARONAN TIN NO. 119-041-448 all known to me and to me known to be the same person's who executed the foregoing instrument and

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

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

Consisting of Ground infront of Bureager Mall, Brow, Maleum Pilita pint

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APR 25	2021	ATTENTO
WITNESS MY HAND AND SEAL this	day of	Ser J. at. Russi Provinceal Capital Control
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NOTICE TO PROCEED

26 April, 2021

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

Dear Mr. Bileg.

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

Repair/Repainting of Ynares Multi-Purpose Covered Court, Ynares Multi-Purpose Building and Perimeter Fence at Brgy. San Jose, Radriguez, Rizul 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 d

I acknowledge receipt of this Notice on:

45-26-30/31

Authorized Signature:

Name of the Representative of the Bidder

GERALD KENN SJ, BILOG

CONSTRUCTION AGREEMENT |+

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	existing under Republic Act ? Creumferential Road corner P.	OVERNMENT OF I	RIZAL, a local governm of government at the san Roque, Antipolo City	y, represented in this act b
	is GOVERNOR, HON. REBE	CCA A. YNARES,	berein referred to as the I	PROVINCE, and
	organized and existing under the and office address at Proprietor/President/General Mi citizen, single/married, reside CONTRACTOR, WITNESSET	mager, Graces ent of Second	of the Philippines, with and here	in represented by it , of legal age, Filipin
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8/	Currency, in consideration of th unless otherwise agreed by the po- manner prescribed by the Contrac	arties, subject of this	Agreement as a contract	price at the time and in the
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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5 It is understood that prior to the aigning of this Agreement, the Contractor has posted the required performance security of PESOS of the language Thirty Proposed Plant Handlerd 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 Didding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Eastity may rescand or terminate the contract, without projudice to other courses of action and remodies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 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;
- PROVENCE 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 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 arbitrature under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

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

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.

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IN WITNESS WHEREO	F, the parties have harmanta signe to Author (City, R. 1 Z.)	d this Agreement th	BPH (5 ESCHAY OF	
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Entity/Firm/Corporation	(4)147/45EU		DOMESTIC AND STREET	
By:	By:	uli:		
CHEMA WAS J. BEICE	Ri	EBECCA A. YNAI	RES	
Proprietor/Manager/President		Gravernos		
1	WITNESSES			
//x/				
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/ ,	NOTARIAL ACKNOWLEDGM	ENT		
1				
REPUBLIC OF THE PHILIPPIN ANUPOLO CUY	5.S.			
BEFORE ME, a Notary P	tablic for and in Antipolo City, per	reconsily appeared the	e following	
Name/Entity	Valid ID Presented	Date	Place	
HON REBECCA A YNARES	Passport No. P\$239281A	August 5, 2028	Manila	
DERALL KERN S.J. BILOG	116 10. 105-510-12			
all known to me and to me know acknowledgment that the same is to present.	on to be the same person's who sheir free voluntary act and deed as	executed the forego well as the entity th	instrument and at they respectively	
This instrument, consisting written and has been signed by the	g of three (3) pages including this parties hereto in each and every pag	page wherein this p beroof, refers to th	scknowledgment is e Agreement for	
Repole/Repainting of Ymero Purpose Building and Paris				
WITNESS MY HAND AN	D SEAL thisday of APR	2 5 2021 . se Bire	Personal Contal,	
Antipolo City 1 ZAL	111111111111111111111111111111111111111	ATTEMANIA	MA IN L. SONTOS	
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NOTICE TO PROCEED

26 April, 2021

MR. NICKERSON H. SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizal

Dear Mr. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to NICKERSON CONSTRUCTION—that work may proceed on the Improvement of Ground & Ynares Multi-Purpose Covered Court at Brgy. San Jose, Rodríguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder

WILLIAM SERVICE

CONSTRUCTION AGREEMENT 18

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT numbe 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
a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at and herein sepresented by its Proprietor/President/General Manager, and berein sepresented by its critical, single/married, resident of acceptable and berein sepresented to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infinistructure works should be constructed in pursuant of the Sangganiang Panlalawagan Ordinance No. 223, #+ 2020 namely.
Improvement of Ground & Yosters Pulti-Europes Covered Court at Ergy. Sent John, John, Start Start
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public building held lant 24 March 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works suicily 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 fault based of Six Fundaced Fifty (P 664, 652.11), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing promises, the parties hereto nereby agree as follows:
The whole works ambject 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. 22, 3. 2020 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Essenate
d. Drawing, Plans and Specifications
c. Construction Schedule f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidder's two (2) hidding envelopes
h. Bid Security
i. Addenda and Supplemental Bulletins

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

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

Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Elebe madered Staty-Four Toursand Stat standard Firey-Tvo Paros 5 11/100 (P 804,034.11 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 100 to 1129-1100 Thousand Throne required Private Peror 5 63/100 (P 259, 395-53)

Philippine Currency, in the form of <u>Performance fond</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;
- 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 prevision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on Equidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cont of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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 commer bereinafter referred to;
- PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the flurent of Internal Revenue and a copy of its income and business tax returns duly stumped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any 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 manual 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 case the appropriate court of the city/m works is/are located.	es or suit out of the implemental unicipality of the Province of Ri	ion of this Agreeme izal where the infra	nt, shall belong to tructure project or
IN WITNESS WHEREOF	, the puries have beceunto signe ANDONOTRIZAL	ed this Agreement th	isday of
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Entity/Eim/Corporation			CO-COMPACIONII
BY: Without	By:	Ď	
	R	EBECCA A. YNAF	RES
Proprietor/Manager/President		Governor	
	WITNESSES		
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LOLITA B. DE GEZM	AN MA	L VICTORIA D. T	EJADA
LOLLIA B. DE GLEN	NN-= (M)	. ricionija i	MARIE STATE
(N	OTARIAL ACKNOWLEDGE	IENT	
REPUBLIC OF THE PHILIPPINE ASSURED OF THE PHILIPPINE) S	S) i.S.		
BEFORE ME, a Notary Pu	blic for and in Antipolo City, po	rsomily appeared th	e following
Name Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Pasaport No. P8239281A	August 5, 2028	Mamila
HICKERSON SAGUN	TIN NO. 412-090-913		
all known to me and to me know acknowledgment that the same is the present.	n to be the same person's who air free voluntary act and deed as	esecuted the forego- well as the entity the	ng instrument and it they respectively
This instrument, consisting written and has been signed by the p	of three (3) pages including this arties hereto in each and every pag	page wherein this a to introof, refers to the	acknowledgment is Agreement for
Deprovement of Ground & You Rodriguez, Risel	ares Multi-Purpose Cover	ed Court at Beg	y, San Jose,
WITNESS MY HAND AND	SEAL thisday of APR		Provincial Capitol,
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for Angeno, Bluenquiten & Carriona NOTEMPTORONOLE OF SIZAL

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Walkingth April 14 2022

Unill Documber 31 301 Acm Matter No. 14-600 PTR NO. KS 1749 Rept



NOTICE TO PROCEED

26 April, 2021

MR. TEODORICO C. ALEJANDRO ALE-J CONSTRUCTION AND TRADING Rodriguez, Rizal

Dear Mr. Alejandro

The attached Contract Agreement having been approved, notice is hereby given to ALE-J CONSTRUCTION AND TRADING—that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at St. Peter Ville, Suburban Village, Brgs. San Jose, Rodriguez, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor *

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

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TEODORICO C. ALEJANDRO

CONSTRUCTION AGREEMENT 14

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 organi- existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in the its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE, and	Capitol.
ALF-3 CONSTRUCTION AND TRADIES a sole proprietorship/private corporation	m. duly
organized and existing under the laws of the Republic of the Philippines, with principal place of and office address at the laws of the Republic of the Philippines, with principal place of and office address at the laws of the Republic of the Philippines, with principal place of and office address at the laws of the laws of the Philippines, with principal place of and office address at the laws of the Philippines, with principal place of and office address at the laws of the Philippines, with principal place of and office address at the laws of the Philippines, with principal place of and office address at the laws of the Philippines, with principal place of and office address at the laws of the Philippines, with principal place of and office address at the laws of the Philippines, with principal place of and office address at the laws of the Philippines, with principal place of and office address at the laws of the Philippines, with principal place of and office address at the laws of the Philippines, with principal place of the Philippines, with principal place of and office address at the laws of the Philippines, with principal place of the Philippines, with place of th	business by its Filipino
WHEREAS, the PROVINCE declares that certain influstructure works should be construction of the Sangguniang Panlalawigan Ordinance No. 25 y 3 2020 name	ucted in
The wir/Receiving of Thecor Hill-Durgons Covered Court at St. Seter Suburban Village, Begy. Sen Jose, Honolywer, Stral	Ville,
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Rev Bid in a public bidding held last	ndertake with the cation in
NOW, THEREFORE, for and in consideration of the foregoing premises, the partie hereby agree as follows:	hereto
 The whole works subject matter of this Agreement shall be completed. (40) calendar days, in accordance with the provisions of 	within the Bid
Documents, Approved Plans, Program of Works and Specifications and supporting/related do which are integrated berewith and incorporated berein by way of reference, manualy	cuments
n SP Ordinance No. 23 ** 2000 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 hidden's two (2) bidding envelopes 	
h. Bid Security	
i. Addenda and Supplemental Bulletins	
 Notice of Award of Contract and the Contractor's Conformitytherato 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 CONTRACT	OR, the

latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract, 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Military Two Handred Highby-Your Thousand These Busined Hinety-Six Feson.

1 13/100 (PI, 264, 190.13), Philippine Currency, in consideration of the construction and only upon completion of the influstructure works

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS There interest Elepto-Ptvo Thousand There included Elepto-Ptvo Thousand There is the required Elepto-Ptvo
- 6. Contractor undertakes to post a watranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The prevision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

IN WITNESS WHEREOF, the parties have beseunto signed this Agreement this 2 2 222 day of at Amine's FIB RIZAL PARTICULAR VOLUMENTAL RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: REBECCA A. YNARES Proprietor/Manager/President Governor & WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES! ANTIPOCO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name Entry Passport No. P8219281A Augum 5, 2028 Manila HON REHECCA A. YNARES TEN 10, 910-057-073 THE STATE OF SECRETARIES all known to me and to me known to be the same person's who executed the foregoing instrument and present.

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

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

Repair/Appainting of Yeares Multi-Purpose Covered Court at St. Peter Ville, Seburban Villege, Unry. Sen Jose, Rodriguer, Risel

마케팅(경기대) (사고) (유리 (Red Table)) (Hall Co. 17)	E V
WITNESS MY HAND AND SEAL this	day of APR 2 to 7871 at Rigal Provincial Capitol.
Antipolo City	ATTY AND MARIE L. SANTOS
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MCLE Contellance No.5 - p007883 WMIX until April 10 2022



NOTICE TO PROCEED

26 April, 2021

MS. MARIA LOIDA C. NOCON SAN RAFAEL BUILDERS Rodriguez, Rizal

Dear Ms. Nocon

The attached Contract Agreement having been approved, notice is hereby given to SAN RAFAEL BUILDERS—that work may proceed on the Repair of 17x30m Vaures Multi-Purpose Covered Court, Brgs. Pursy, Rodriguez, Rical effective on the day you received this Notice to Proceed.

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

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

Very Ituly yours,

REBECCA A. YNARES Governor &

I acknowledge receipt of this Notice on:

Authorized Signature
Name of the Representative of the Bidder

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MARIA LOIDA C'NOCON

CONSTRUCTION AGREEMENT >0

KNOW ALL MEN BY THESE PRESENTS:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolis City, represented in this act by its GOVERNOR, HON, REBECCA A. VNARES, 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 Rodal and herein represented by its
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Fod 1998 and herein represented by its
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Roda (1998) and herein represented by its
and office address at <u>Rode town</u> , treet and herein represented by its Proprietor/President/General Manager, <u>Well College</u> , and herein represented by its Proprietor/President/General Manager, <u>Well College</u> , and herein represented by its Proprietor/President/General Manager, <u>Well College</u> , and herein represented by its Proprietor/President/General Manager, <u>Well College</u> , and herein represented by its Proprietor/President/General Manager, <u>Well College</u> , and herein represented by its Proprietor/President/General Manager, <u>Well College</u> , and herein represented by its Proprietor/President/General Manager, <u>Well College</u> , and herein represented by its Proprietor/President/General Manager, <u>Well College</u> , and herein represented by its Proprietor/President/General Manager, <u>Well College</u> , and herein represented by its Proprietor/President/General Manager, <u>Well College</u> , and herein represented by its Proprietor/President/General Manager, <u>Well College</u> , and herein represented by its Proprietor/President/General Manager, with the proprietor of the president of the
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulolawigan Ordinance No. 23, 2. 200 namely:
Mark of the Lincon Police-Purpose Covered Court, News, Purpy, Modelgoe
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
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
 The whole works subject matter of this Agreement shall be completed within the burdless Sixty-Hirs (269) 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.
n. SP Ordinance No. 23, #4 2023 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule
E. Request for Expression of Interest. g. Bidding Documents including all the documents/statements contained in the winning biddet/s two (2) bidding envelopes
h Bid Security
i. Addends 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

- Summer

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One PHILLON Doe Huntrest Sixty-Six Thousand Elgot (purified Seventy-Had reson 152/159 (P. 1,152,179,53)), Philippine Currency, in consideration of the construction and only upon completion of the infinatructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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,

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

- 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;
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Prices involved F1Ety Thousand S1xty-Threes

Philippine Currency, in the form of Fee Locurine 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 Pailures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurentent 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 one of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the amperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remodes somilable under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfine compensation for injuries, minimum wages, hours of work and other labor lows;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them
 in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elemance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 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 lioweser. 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 20.

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 quention 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 Antipologicaty is 17 a. SHE RABARE BUILDING RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By. Proprietor/Manager/Presodent Governor & WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO GUENO, ISTAC HELLIPE BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name/Entity Passport No. P8239281 A. August 5, 2028 HON REBECCA A. YNARES Manda SWEET LOTEN C. NOOON TTE NO. 910-996-315 all known to me and to me known to be the same person's who executed the flavouring instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This matriment, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties berefo in each and every page bereof, refers to the Agreement for: Secure of 17x30s Wages Multi-Purpose Covered Court, Drgy. Pursy, Rodriguez, Rivel WITNESS MY HAND AND SEAL this at Rical Provincial Capitol Com-Antipolo Chys CIND, RIZAL

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NOTARY MARLIC



NOTICE TO PROCEED

26 April, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villacoman:

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

Repair/Repainting/Improvement of Ynares Multi-Purpose Covered

Court and Ynares Stage at Brgy. San Jose, Rodriguez, Rizal

effective on the day you received this Notice to Proceed

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

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

Very truly yours.

REBECCA A. VNARES

I neknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

4.26 207

VILLAROMAN

03/24/2021 = 21

CONSTRUCTION AGREEMENT 21

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
	LAIG DUTLIBRES 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 the proprietor/President/General Manager, and herein represented by its Proprietor/President/General Manager, of legal age, Filipine citizen, single/married, resident of the CONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. PPSD 2000. 6. 8. 2020 namely:
	Sepatic/Reputation/Espacement of Various Suital-Formers Covered Court and
6	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infinistructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 24 hours and infrastructure works strictly in accordance with the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the amount of the secondary set of the secondary secondary set of the secondary set of the secondary secondary secondary secondary set of the secondary second
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I I	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.
ot	a. SP Ordinance No. BPSH Rose. No. 16, 9, 2020 b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications e. Construction Schedule
	f. Request for Expression of Interest
de	 g. Bidding Documents including all the documents/statements contained in the winning hidden's two (2) bidding envelopes
7	h. Bid Security i. Addenda and Supplemental Bulletins
(40)	j. Notice of Award of Contract and the Contractor's Conformitythereto
	k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
	In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One httlien One Hundred Eligisty-Four Thousand Three Hundred Section 1. Philippine (P. 1, 124, 174, 174, 174, 174, 174, 174, 174, 17
65	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 surreed upon by the Contractor;

The CONTRACTOR warrants that he has not given nor promised to give any money or gift to my particular 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 included P111y-rive Thousand December 199/100 (P 22, 11, 22)

Philippine Currency, in the form of available compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents.

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infinitructure Projects and Comulting Services, the amount of the liquidated damages shall be in least equal to une-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 extractles 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 Centract 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 undestakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking poor 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.

LAND BUILDERS	RIZAL PI	ROVENCIAL GOVE	RYMENT
Entity/Firm/Corporation	.=1,000	14	
By: (2)	By:	13.	
X.	R	EBECCA A. YNAI	RES
Proprietor-Munager/President		Governoro	
/ /	WITNESSES		
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REPORE ME, # SOMEY F	nines for marin confidence and a fac-		A PROPERTY OF
Niano/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8230281A	August 5, 2028	Manila
MANAGO VILLARGIAN	THE NO. 119-041-448		

all known to me and to me known to be the same persons who executed the toregoing 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 swritten and has been signed by the porties hereto in each and every page hereof, refers to the Agreement for

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NOTICE TO PROCEED

26 April, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman.

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

Repair/Repainting of Ynares Multi-Purpose Covered Court and Ynares Multi-Purpose Huilding at Brgy. Ampid I and Brgy. Stn. Ana. 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

Authorized Signature:

Name of the Representative of the Budder

4-26- DEM

TO C. VILLAROMAN

03/24/2021 # 22

CONSTRUCTION AGREEMENT 32

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON RESECCA A. YNARES, berein referred to as the PROVINCE; and
LARD SUILDERS a sole proprietorship/private corporation, du
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Burne, Hizel and berein represented by its Proprietor/President/ General Manager, RENATO VILLANCEAN , of legal age. Filipin citizen, single/married, resident of Burnes, Right bereinsfer referred to as the CONTRACTOR WITNESSETH That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 23, 8, 2020 namely.
Repeir/Repeinting of Youres Multi-Purpose Covered Court and Youres Multi-Purpose Building at Brky. Ampid I and Brky. Sta. Ana, San Hateo, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 24 March 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with it following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of share lightly-Sevan Thousand Two bundled
Seventeen Perce 5 46/100 (p 987, 217.46), Philippine Currency
The whole works subject matter of this Agreement shall be completed with Strey-Five (65) calendar days, in accordance with the provisions of the B Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely.
a SP Ordinance No. 23, v. 2020
b. Certificate of Availability of Foods
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/n two (2) bidding envelopes
h. Bid Security
i Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, t
latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject
this Agreement in conformity with the province of the Contract,
3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESC Hine Hundred Eighty-Sevier Thousand Two Fundred Seventeen Pesos & 46/100
(p 98/ ₁ 21/ ₄ 85), Philippi
Currency, in consideration of the construction and only upon completion of the infrastructure wor unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in a manner prescribed by the Contract and specified in the Ihd 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; 22

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two Hundred Hinself-Six Thousand One Hundred Sixty-Five Pasos & 24/100 (P_296.165.24)

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

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

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

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

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Documents:

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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 22 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by: the CONTRACTOR of 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. 9185, 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 Rozal where the infrastructure project or works is are located

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 25 2021 day of at Antipodiction R1ZAL

LAND BUILDINS

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By

REPORTS VILLAROPAN Proprietor/Manager/President

By

REBECCA A: YNARES

Governor &

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLOGICANO, RIZAL 185

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

Name/Entity

Valid ID Presented

Date

Place

HON RESECCA A. VNARES

Passport No. P8239281A

August 5, 2024

Marnia

RENATO VILLARONAN

TIN NO. 119-041-448

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

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

Repair/Repainting of Ynares Multi-Purpose Covered Court and Ynares Multi-Purpose Building at Brgy. Ampid I and Brgy. Ste. Ame, Sem Meteo, Risel

WITNESS MY HAND AND SEAL IN 2 2 2021 day of Antipole Sign GUNUT KIZEL

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Page No. 41 Book No. Series 20 21

ATOY ALLERMANTE L CARTOS Most Blood Provision! Capital. for Angoro, this spotter & Cardona att in the PROVINCE OF RIZAL Chall Cocsonour 31 Adm. Alabor Ro. 3

SECTION SOUTH FOR Rok of Americanya No. 86250 Histo Lifetimia Marican No. 0169372 (2) MULE Completion No. VI-0007832 Melio until April 14, 2022



NOTICE TO PROCEED

26 April, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy, Silangan and Brgy, Gultstang Boyan I, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

4-25-764

RENATO C. VII, LAROMAN

CONSTRUCTION AGREEMENT 23

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

LARD BUILDERS	a sole proprietorship/private corporation, du the Republic of the Philippines, with principal place of busine
and office address at Bere	# RIEBI and berein represented by
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Berss, Rivel , hereinafter referred to as t
WHEREAS, the PROVINCE de pursuant of the Sangguniang Panlalawaga	clares that certain infrastructure works should be constructed in Ordinance No. 23, 8, 2020 sumely
Repair/Repainting of Yne Silangen and Brgy. Quitne	res Hulti-Purpose Covered Court et Brgy. ng Beyen I, Sen Metco, Rizal
to undertake the above said infrastructure. Bid in a public bidding beld last 24 H the construction and completion of the following standards set forth in the bid de-	R, warranting that it has the financial and, technical competent works, has been declared as the Lowest Calculated Responsible 2021 has accepted and binds itself to undertal above said infrastructure works strictly in accordance with a comments, approved plans, program of works and specification Phillion Two Handred Forty-Two Thousand Pive. (P 1,242,005,24) Philippine Currency
to undertake the above said infrastructure. Bid in a public bidding beld last 24 H the construction and completion of the following standards set forth in the bid deconsideration of the amount of One Person & 24/100	e works, has been declared as the Lowest Calculated Responsi- media 2021 has accepted and binds itself to inderta above said infrastructure works streetly in accordance with a comments, approved plans, program of works and specification Million Two Handred Forty-Two Thousand Five

- a SP Ordinance No. 23, e. 2020
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- . Notice of Award of Contract and the Contractor's Conformity thereto
- 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	PRO	VINCE	hereby	covenant	s to	pay	the t	CONTRA	CTOR	the	mount	of PESOS
				ty-Two				e Peror	6 24	400		
		4:-						(P_	1,242,	005	.24	Philippine

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



De Mas

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract.
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three landred Seventy-Two Thousand Six Hundred One Penor 6 57/100 (P 372,601.57

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
- 8 The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 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."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws.
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them
 in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrature under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry. Arbitration Commission to resolved shall be



16

referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 2.3 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have harmond signed this Agreement this de distance of the parties have harmond signed this Agreement this de distance of the parties have harmond signed this Agreement this decided distance of the parties have harmond signed this Agreement this decided distance of the parties have harmond signed this Agreement this decided distance of the parties of the parties have harmond signed this Agreement this decided distance of the parties of the parties have harmond signed this Agreement this distance of the parties of the parties have harmond signed this Agreement this distance of the parties of the parties have harmond signed this Agreement this distance of the parties of the parties have harmond signed this Agreement this distance of the parties have harmond signed this Agreement this distance of the parties have harmond signed this Agreement this distance of the parties have harmond signed this Agreement this distance of the parties have harmond signed this Agreement this distance of this parties of the parties of the parties have harmond signed this Agreement this distance of the parties of the parties have harmond signed this Agreement this distance of the parties have harmond signed this Agreement this distance of the parties of the parties of the parties of the parties have harmond signed this Agreement this distance of the parties of the partie

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. P8239267A

August 5, 2028

Month

REHATO VILLABOHAN

TIN NO. 119-041-448

all known to me and to me known to be the same person/s who executed the foregoing untrument and acknowledgment that the same is their free voluntary act and dood as well as the autity that they respectively present.

This instrument, comusting 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 Agroement for:

Repair/Repainting of Ymeres Multi-Purpose Covered Court at Brgy. Silangan and Brgy. Guitness Bayan I, San Nateo, Rival

WITNESS MY HAND AND SEAL this day of the Antipology Charles of Strain Market L. Cantons all Right Provided Charles and Charles of Strain Doc No. 172.

Doc No. 172.

Doc No. 172.

Prior No. 191.

April Matter No. 191.004

Print No. 31 Disok No. 2 Series 20-2)

MACARY HUBBANGS for 30233 IDP Lifetime Wester No. 015632/FLaw MCLE Contributes No. VI. 0007663 Visid until April 14, 2022



NOTICE TO PROCEED

26 April, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Repair/Repainting of Ynarcs Multi-Purpose Covered Court at Divine Mercy Village, Brgy, Guitnang Bayan I, San Mateo, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder

4 8 209

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT OF

22000	AGREEMENT made and entered into by and between:
existing und	PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and or Republic Act No. 7164, with scat of government at the Rizal Provincial Capitol, ial Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by OR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and
	LARD BUILDERS a sole proprietorship/private corporation, duly
and office Proprietor/Pr citizen, sing	d existing under the laws of the Republic of the Philippines, with principal place of business address at Burger, Rivel and herein represented by its resident/ General Manager, REMATO VILLARCHAN of legal age, Filipino de/married, resident of Burger, Rivel bereinafter referred to as the OR WITNESSETH, That,
Wiff pursuant of ti	EREAS, the PROVINCE declares that certain infrastructure works should be constructed in the Sangguniang Panlalawigan Ordinance No23, #, 2020namely_
Repair/Re Village,	painting of Ynares Multi-Purpose Covered Court at Divine Hercy Brgy. Guitneng Bayen I, San Mateo, Risel
to undertake Bid in a publi the construct following state consideration	EREAS, the CONTRACTOR, warranting that it has the financial and, technical competence the above said infrastructure works, has been declared as the Lowest Calculated Responsive lie bidding held last 24 March 2021 has accepted and hinds itself to undertake item and completion of the above said infrastructure works strictly in accordance with the indiards set forth in the bid documents, approved plans, program of works and specification is of the amount of Nine Hundred Twenty-Que Thousand Five Hundred of Peroe & 50/100 (P 921, 545, 50). Philippine Currency.
hereby agree	The whole works subject matter of this Agreement shall be completed within
6.7	(56) calendar days, in accordance with the provisions of the fisc
Documents	Approved Plans, Program of Works and Specifications and supporting/related documents tegrated herewith and incorporated herein by way of reference, namely:
Documents, which are inf	Approved Plans, Program of Works and Specifications and supporting/related documents regrated herewith and incorporated herein by way of reference, namely:
Documents, which are int a. Si b. Co	Approved Plans, Program of Works and Specifications and supporting/related documents tograted herewith and incorporated herein by way of reference, namely: P Ordinance No. 23, #. 2020 entificate of Availability of Funds
Documents, which are int a. Si b. Co c. So	Approved Plans, Program of Works and Specifications and supporting/related documents regrated herewith and incorporated herein by way of reference, namely: P Ordinance No. 23, 2. 2020 entificate of Availability of Funds cope/Program of Work and Detailed Estimate.
Documents, which are inf a. Si b. Co c. So d. D	Approved Plans, Program of Works and Specifications and supporting/related documents regrated herewith and incorporated herein by way of reference, namely: P Ordinance No. 23, #. 2020 entificate of Availability of Funds cope/Program of Work and Detailed Estimate rawing. Plans and Specifications
Documents, which are int a. Si b. Co c. So d. D c. Co	Approved Plans, Program of Works and Specifications and supporting/related documents regrated herewith and incorporated herein by way of reference, namely: P Ordinance No. 23, #. 2020 ertificate of Availability of Funds cope/Program of Work and Detailed Estimate rawing. Plans and Specifications construction Schedule.
Documents, which are inf a. Si b. Co c. So d. D c. Co f. Ro g. Bi bi	Approved Plans, Program of Works and Specifications and supporting/related documents regrated herewith and incorporated herein by way of reference, namely: P Ordinance No. 23, #. 2020 entificate of Availability of Funds cope/Program of Work and Detailed Estimate rawing. Plans and Specifications construction Schedule equest for Expression of Interest idding Documents including all the documents/statements contained in the winning ddor/s two (2) bidding envelopes
Documents, which are info b. G. S. d. D. c. C. f. R. g. Bi bi bi bi A. d. C. C. d. D. c. C. g. Bi	Approved Plans, Program of Works and Specifications and supporting/related documents regrated herewith and incorporated hereus by way of reference, namely: P Ordinance No. 23, #. 2020 entificate of Availability of Funds cope/Program of Work and Detailed Estimate rawing. Plans and Specifications construction Schedule courses for Expression of Interest idding Documents including all the documents/statements contained in the winning idden/s two (2) hidding envelopes ind Security identa and Supplemental Bulletins
Documents, which are info b. Go c. So d. D. c. Co f. Ro is bit h. Bit i. Act i. No.	Approved Plans, Program of Works and Specifications and supporting/related documents regrated herewith and incorporated herein by way of reference, namely: P Ordinance No. 23, ±. 2020 entificate of Availability of Funds cope/Program of Work and Detailed Estimate rawing. Plans and Specifications construction Schedule expest for Expression of Interest idding Documents including all the documents/statements contained in the winning ddor/s two (2) hidding envelopes and Security identical and Supplemental Bulletins once of Award of Contract and the Contractor's Conformity thereto
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Documents, which are info a Si b Co c So d D c Co f. Ro Bi bi h Bi i Ac j. No k C. Rule 2. Ir intter hereby	Approved Plans, Program of Works and Specifications and supporting/related documents regrated herewith and incorporated herein by way of reference, namely: P Ordinance No. 23, #. 2020 entificate of Availability of Funds cope/Program of Work and Detailed Estimate rawing. Plans and Specifications construction Schedule equest for Expression of Interest idding Documents including all the documents/statements contained in the winning dder/s two (2) bidding envelopes id Security ddenda and Supplemental Bulletins once of Award of Contract and the Contractor's Conformity thereto redit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the

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

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

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

It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two Handred Seventy-Six Thousand Four Handred Sixty-Three Pesos 5 65/100

(P. 275,463.05)

Philippine Currency, in the form of <u>Feer Eocumence Bopd</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 Bocuments.

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, bours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE.
- 11 That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter inferred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax electrance 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 arbitrations 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 2 to resort to other alternative modes of disputes resolution.

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

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

THE COURSE

	OF, the parties have hereunto signo at Antipolo CityLPN- NGUNOS CityLPN-	d this Agreement this	S. T. S. THE PERSON
LARD SUILDERS	RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By: Off	By	Á	
RENATO VILLARONAN Proprieble/Manager/President		EBECCA A. YNARE Governois	S
/	WITNESSES	124	
LOLITA LUE SUZMAN)h	IA VICTORIAB TI	EJADA
	NOTARIAL ACKNOWLEDGMI	ENT	
ANTIPOLO GET THE PHILIPPID ANTIPOLO GET CHILD, KALAN	(ES)) S.S.	MV.	
BEFORE ME, a Notary	Public for and in Authorio City, per	sonally appeared the	following
Name/Emity	Valid ID Presented	Date	Place
HON REBECCA A VNARES	Passport No. P8239281A	August 5, 2021	Manita
REMATO VILLABORAN	TIN NO. 119-041-448		

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

This instrument, consisting of three (3) pages including the written and has been signed by the parties bereto in each and every pe	
apeir/Repeinting of Ynares Multi-Purpose Covered Hilage, Brgy. Guitneng Bayan I, San Mateo, Risel	Court et Divine Heroy
Autopolishing MX HAND AND SEAL INAFA 25 2071 day of Exc. No	for Acres of Read Provincial Copied. The Provincial C



NOTICE TO PROCEED

26 April, 2021

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

Dear Mr. Ubindas

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the
Repair/Repainting of Ynares Multi-Purpose Covered Court at
Bagong Pag-Asa Elem. School, Brgv. San Juan, Taytay, Rizal
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES Governor &

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder.

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LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 25

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Cap Circumferential Road corner P. Oliveros St., Brgy. San Roque, Attipolo City, represented in this act as GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE, and	diots.
XII UHIADAS CONTRUCTION CONTRACTOR , a sole proprietorship/private corporation,	duly
organized and existing under the laws of the Republic of the Philippines, with principal place of busined office address at https://doi.org/10.1007/j.com/berein/General Manager , <a 10.1007="" a="" berein="" doi.org="" general-manager<="" href="https://doi.org/10.1007/j.com/berein/General Manager, , <a 10.1007="" a="" berein="" doi.org="" general-manager<="" href="https://doi.org/10.1007/j.com/berein/General-Manager, , <a href="https://doi.org/10.1007/j.com/berein/General-Manager, <a href=" https<="" td=""><td>ness</td>	ness
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniany Puntalawigan Ordinance No. 188 18	id in
New Telline of Yourse rulti-Direct Covered Court at Dagong Page Limitary School, Dray, San Joan, Taytay, Sizal	en.
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compet to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsibilities bidding bold last	take the
(P 491), Philippine Curren	Cy.
Documents. Approved Plans, Program of Works and Specifications and supporting/related documents are integrated herewith and incorporated herein by way of reference, namely:	pents
a SP Ordinance No. 5555 Part. 10. 5, 4. 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 Bultetins	
j. Notice of Award of Contract and the Contractor's Conformitythereto	
k. Credit Line Certificate/NFCC/Certificate of Craft Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184	
2 In commerciation of the payment to be made by the PROVINCE to the CONTRACTOR latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subjetting Agreement in conformity with the province of the Contract;	the
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PE Four Islandred Ninety-One Thousand Three Hundred Forty-Right Peros (p 4-1, 3-7, 00), Philip	
Currency, in consideration of the construction and only upon completion of the infinitructure was 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;	vorks

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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 the Hunticed Forty-Seven Thousand Four married Philippine Currency, in the form of Ferformance Food as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his same and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2005, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Eastity 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 have 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 austained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Are and all disputes arriving 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 matual agreement of the parties hereto to agree in writing of the tereor to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have bereauto signed this Agreement this day of at application Applica

KIT LEDING COSTEDUTION CONFORMATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation.

Αv

LANGE IS USLAIMS

Proprietor/Manager/President

By:

REBECCA A. YNARES

Governo

WITNESSES

LOLFY B. DEGUZMAN_

MA. VICTORS B. TEJADA

NOTARIAL ACKNOWLEDGMENT

ANTIPOLOGISTY (\$5.5

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

Name Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARGS

Pasaport No. P8239281A

August 5, 2028

Manufa

LANGO IL GILLACAS

715 HJ. Cud-410-689

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

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

Repetr/Repainting of Yearer Hold-Purpose Covered Court of Degong Pag-Ase Elementary School, Broy. Sen Juan, Taytay, Risel

WITNESS MY HAND AND SEAL BIRLY 2. 2020 of Antipolo Gity, LINEL RIZHL

Doc No. +141 Page No. -40 Book No. -2

Series 20 21

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NOTICE TO PROCEED

26 April, 2021

MR. WH.FREDO D. UNIDAD G-3 CONSTRUCTION Angono, Rizal

Dear Mr. Unidad:

The attached Contract Agreement having been approved, notice is hereby given to
G-3 CONSTRUCTION that work may proceed on the
Repair/Reviring of Feeder Wire of Rizal Provincial Juli at Cabrera Road, Brgy. Dulores, Taylay, 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:

dine non

Authorized Signature

Name of the Representative of the Bidder

WILFREDO D. UNIDAD

CONSTRUCTION AGREEMENT 76

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This resident and thinks and times	
existing under Republic Act No. 7160, wiff Circumferential Road corner P. Oliveros St., B	OF RIZAL, a local government unit, duly organized and is sent of government at the Rizal Provincial Capitol, egy. San Roque, Antipolo City, represented in this act by RES, herein referred to as the PROVINCE; and
Incompany of the state of the s	
organized and existing under the laws of the Re and office address at Activelo Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	public of the Philippines, with principal place of business and herein represented by its of legal age, Filipino hereinafter referred to as the
TO A CONTROL OF THE CONTROL OF THE PROPERTY OF	Company of the Compan
WHEREAS, the PROVINCE declares pursuant of the Sangguniang Panlahawigan Ordi	that certain infrastructure works should be constructed in mance No. 22, #4 2005 namely:
correct/fewtring of Freder Sites Lamps Delices, Teytry, Sites1	of Start Provincial Sail at Cobrece Boad,
to undertake the above said infrastructure work Bid in a public bidding held last the construction and completion of the above following standards set forth in the bid docume consideration of the amount of	nanting that it has the financial and, technical competence s, has been declared as the Lowest Calculated Responsive has accepted and hinds itself to undertake said infrastructure works arricly in accordance with the ats, approved plans, program of works and specification in the district of the control of
10.00 Peror 5 93/100	(P 1, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2,
STEEN (SW) CHIC	tter of this Agreement shall be completed within ender days, in accordance with the provisions of the Bid
Documents, Approved Plans, Program of Wo which are integrated herewith and incorporated	rks and Specifications and supporting/related documents
a SP Ordinance No. 23, v. 2020	
 b. Certificate of Availability of Funds 	Jan 1971 De
 Scope/Program of Work and Detailed 	d Estimate
d Drawing Plats and Specifications	
 Construction Schedule Request for Expression of Interest 	
g. Bidding Documents including all the bidder's two (2) bidding envelopes	documents/statements contained in the winning
b. Bid Security	
 Addenda and Supplemental Bulletins 	
j. Notice of Award of Contract and the	contractor's Conformitymereto icate 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 this Agreement in conformity with the province	construct and complete the infrastructure works subject of
2 The PROVINCE berely coverno	to to pur the CONTRACTOR the amount of PESOS
CHO HILLIOD HEDREY-TWO TOODERSO 20	r Hundred Thirty-Sine Fesor 5 93/200 (P 1,092,039.93), Philippine
	The state of the s

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

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

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

5. It is understood that prior to the signing of this Agreement, the Commeter has posted the required performance security of PESOS Tree littlified Twenty-Govern Theorem Seven Seve

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

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

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

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

C-3 (X881110XTICE)	RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			2060000000000
By: World	By:	Ô	
VILZUEDO CHIDAD	R	EBECCA A. YNAI	RES
Proprietor/Managor/President		Governor	
REPUBLIC OF THE PHILIPPINES	DTABIAL ACKNOWLEDGN		COTOR SAME
Name/Entity	Valid ID Presented	Date	Place
ION REBECCA A. YNARES	Panaport No. P8239281A	August 5, 2028	Manila
	710 80, 155-191-622		

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

Sepain/Seviring of Feeder Sire of Rizal Provincial Jail at Cabrers Mosel, Popy. Colorus, Isyley, Risel.

WITNESS MY HAND AND SEAL this	day of APR 7 6 2821 at Rizz Pocincial Capitol.
Antipolo Cay 1 7 11 Doc No	ATTY EMPTICARY MINER IS FOR Argonol Disministration & Carrions on on the PSECUNCH OF REPAIL NOTARY PERFORMS 13 TOUL Actor. Mellor No. 15 Toul MCLE Compliance No. 10 Toul MCLE Compliance No. 14 2022



NOTICE TO PROCEED

26 April, 2021

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Construction of Stone Manuary for Slope Protection(portion) of Teresa River, Brgs. May-Iba, Teresa, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor +

Lacknowledge receipt of this Notice on:

Authorized Signature
Name of the Representative of the Bidder

WASH DRIVE

JUAN PAOLO MIGUEL E. MANLAPIT

CONSTRUCTION AGREEMENT 27.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized a existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit 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
L. PLEASAND ACE DEVELOPMENT CORRESPONDED., a sole proprietorship/private corporation, de
organized and existing under the laws of the Republic of the Philippines, with principal place of businessed office address at Pasia City and herein represented by Proprietor/President/General Manager, JUAN PAULO MEGUEL E. HAMLAPIT of legal age, Filipted citizen, single/married, resident of Pasia City, hereinafter refetred to as CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infinarructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 23, #, 2021 namely;
Construction of Stone Masoury for line Protection (portion) of Terese River, Brgy. May-Tos, Terese, Piss!
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 Response Bid in a public bidding held last 26 Mercin 2021 , has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of interest in the light between Eventy-Tucon Thousand Tree Landard Manager Landard Thousand Thou
NOW, THEREFORE, for and in cominferation of the foregoing premises, the parties hereby agree as follows:
I. The whole works subject matter of this Agreement shall be completed with the provisions of the E. Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely.
a. SP Ordinance No. 23, #4 2020
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications e. Construction Schedule
£ Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidden's two (2) bidding envelopes It Bid Socurity
Address to and Complemental Mullisting

j. Notice of A

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 coverants to pay the CONTRACTOR the amount of PESOS Provided Nillion Eight Hundred Seventry-Three Teograph Two Hundred NinetyLight reseas 6-39/100 (P 1=073, 250, 37), Philippine Currency, in consideration of the construction and only upon completion of the infinistructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

- The CONTRACTOR warrants that he has not given not promised to give any money of gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that price to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Million Mine Hundred Sixty-One Thousand Nice Hundred Eighty-Nine Peros 5 52/100 (P 5,961,989.52)

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

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to 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 commutative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 hereinofter 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 cleanance from the Bureau of Internal Revenue and a copy of its income and business tax returns daily stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be asbinisted 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 23.

Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing 23 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have bereanto signed this Agreement this ______ day of ______ at Antipolo Others Zee.

L. EDSESTO ACE DEVELOPMENT CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By By: MAN FROM PROPER DARGARTI REBECCA A. YNARES Crovemor Proprietor/Manager/Fresident WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITICA PIZAL BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name/Entity

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

Passport No. P8239281A

HON REBECCA A YNARES

August 5, 2028

Manth

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

Construction of Stone Mesonry for Slope Protection (portion) of Terese River, Bry. Hey-Ibe, Terese, Pirol

JUAN PAULO MIGUEL E. MANUAPIT TEN DO. 200-159-917

WITNESS MY HAND AND SHAL this day of Street Particles Capitol, Antipold GibNO 117 Man And SHAL this day of ATTY SHAPE L. SANTOS ATT MAN AND SHALL THE MAN