

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

MR. FRANCISCO G. SANTIAGO RSF CONSTRUCTION Pasig City

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to RSF CONSTRUCTION that work may proceed on the Concreting of School Ground at Doña Justa Guido Mem. School, Brgg. San Roque, Angono, 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:

Authorized Signature:

Name of the Representative of the Bidder

53170

FRANCISCO G. SANTIAGO

04/27/2021 # 1

CONSTRUCTION AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7160, wi	T OF RIZAL, a local government unit, duly organized and the seat of government at the Rizal Provincial Capitol Brgy, San Roque, Antipolo City, represented in this act by RES, herein referred to as the PROVINCE, and
R.S.F. CONSTRUCTION	, a sole proprietorship/private corporation, dub
and office address at Poulg Ci Proprietor/President/Cieneral Manager, Fib. citizen, single/married, resident of Ps CONTRACTOR, WITNESSETH, That,	Republic of the Philippines, with principal place of busines by and herein represented by it the 1503 SAMITAGE of legal age, Pilipin suits City hereinafter referred to as the
WHEREAS, the PROVINCE declares pursuant of the Songguniung Panlalawigan Or	s that certain infinstructure works should be constructed in dinance No. RPSB Res. No. 1, s. 2021 namely:
Sem Koque, Angono, Risel	et Done Juste Guido Honoriel School, Begy.
Bid in a public bidding held last _ 2/ ADT 1	in, has been declared as the Lowest Calculated Responsive 2021 has accepted and binds itself to undertake said infrastructure works strictly in accordance with the ents, approved plans, program of works and specification of the Thomas of Tental Program of the Philippine Currency. (P 623,610,06) Philippine Currency.
18308 3 MAY 200	
Forty (40) ca	atter of this Agreement shall be completed with lendar days, in accordance with the provisions of the Bi orks and Specifications and supporting/related document d herein by way of reference, namely:
a SP Ordinance No. RPS6 Fee. No.	. 1, #. 2021
 b. Certificate of Availability of Funds 	CHARLES OF THE
e. Scope/Program of Work and Details	
d. Drawing, Plans and Specifications	
e. Construction Schedule	
bidder/s two (2) bidding envelopes	e documents/statements contained in the winning
h. Bid Security	in the second se
 Addends and Supplemental Bulletin Notice of Award of Contract and the 	Contractor's Conformitythereto
k Credit Line Certificate/NFCC/Certi	ficate of Cash Deposit issued in accordance to the
Rules and Regulations implementing	R.A. No. 9184
2 to him interesting of the recomment to	be made by the PROVINCE to the CONTRACTOR, the
terms benefit coverages with the PROVINCE	to construct and complete the infrastructure works subject
this Agreement in conformity with the province	e of the Contract;
3. The PROVINCE hereby covenu	nts to pay the CONTRACTOR the amount of PESO
Currency, in consideration of the construction unless otherwise agreed by the parties, subject	(P 625,610,06), Philippin

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to say
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS for littriced Eighty-Seven Thousand Eighty-Three Peroe 6 02/100 (P_167,063,02)

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

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

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



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

Without projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in fivor 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 smit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WHINESS MITTHEOF.	the parties have hereunto sign appools City. VGONO, RIZ::	ed this Agreement th	nisday of
B.S.P. CONSTRUCTION	RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		reference to the News Law Allie Section 2 (177)	OBCOCHANA P
By: Ob	By	5	
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Proprietor/Manager/President	100	Governor 4	MODE 40
	CO SAME CARD ASSESS		
bi	WITNESSES		
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LOLITAB, DE GUZMA!	M/	L VICTORIX B. T	EJADA
NO	TARIAL ACKNOWLEDGE	SENT	
REPUBLIC OF THE PHILIPPINES AND PROPERTY (S.S.	,		
BEFORE ME, n Notary Publ	lic for and in Antipolo City, pe	monuity appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Monite
FRANCISCO SANTIAGO	TIN NO. 213-720-700		
all known to me and to me known acknowledgment that the name is their present.	to be the same person's who free voluntary act and deed as	executed the forego well as the entity th	ing instrument and at they respectively
This instrument, consisting of written and has been signed by the part	f three (3) pages including this ties hereto in each and every pag	page Wherein this te heroof, referr to the	acknowledgment is Agreement for
Concreting of School Ground Roque, Angono, Rixel	at Dens Justa Outdo Me	morial School,	Brgy. Sen
WITNESS MY HAND AND S	SEAL this day of	12Y Z 5 707] at Rical	Provincial Capitol
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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 May, 2021

MR. CHARLES JEISON B. JAVIER CJBJ CONSTRUCTION AND SUPPLIES Taytay, Rizal

Dear Mr. Javier

The attached Contract Agreement having been approved, notice is hereby given to
CJBJ CONSTRUCTION AND SUPPLIES—that work may proceed on the
Improvement of Multi-Purpose Building & Concreting of Ground
at Victoriaville Homes, Upper Luchan, Brgs. Sta. Cruz, Antipolo, City
effective on the day you received this Notice to Proceed.

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

Plause 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.

Kac JE-Z

CHARCES JEISON B. JAVIER

04/27/2021 # 2

CONSTRUCTION AGREEMENT Q

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 sot by
its GOVERNOR, HON, REBECCA A. YNARES, heroin referred to as the PROVINCE; and

CJBJ CONSTRUCTION & SUPPLIES , 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 Toytoy, lived and herein represented by its Proprietor/President/General Manager, OFFICE JEDON 5. JAVIER of legal age, Filipino citizen, single-married, resident of Toytoy, Rived bereinafter referred to an the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, #. 2020/05, #. 2021 namely:

Improvement of Multi-Purpose Building & Concreting of Ground at Victoriaville Homes, Upper Luchso, Brgy. Sts. Cruz, Antipolo City

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 April 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 Seven Handled Pifty-Five Toournal Two Handled Eighty-Eight Pages 6 52/100 (P 755, 268, 52), Philippine Currency.

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

- The whole works subject matter of this Agreement shall be completed within Forty-Pive (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, #+ 2020/05, #+ 2021
 - b. Certificate of Availability of Funds
 - e. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid 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 PPSOS Seven Hardred Fifty-Pive Thousand Two Handred Eighty-Sight Parcy \$ 52/100 (P 735,288,52), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works

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

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any 2 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Twenty-Six Thousand Five Hundred

 Eighty-Six Penns 5 56/100 (P 225,586,36)

 Philippine Currency, in the form of Performance bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement, and all papers/documents in support thereto und/or incorporated herewith, in accordance with the Bidding Documents.
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his murie 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 reacind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVENCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third parry, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 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 estitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative 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 sait 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

TAX 25 DEL	the parties have hereunto sign		
CURL CONSTRUCTION & SUPPLIE	S RIZAL PI	ROVINCIAL GOVE	ERNMENT
Entity/Firm/Corporation	1000		
By	By:	- 6	
Proprietor/Manager/President	R	Governor a	RES
1.7	WITNESSES		
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/ NO	TARIAL ACKNOWLEDGE	HENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S. ANGONO, R.I.ZA. BEFORE ME, il Notaty Pub		esonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Panaport No. P8239281A	August 5, 2028	Manila
CHAPLES JERSON B. JAVIER	TIN NO. 438-371-735		

ınd ely present

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

Improvement of Multi-Purpose Building & Constating of Ground at Victoriaville Wodes, Opper Luchen, Bray, Sts. Crus, Antipolo City

WITNESS MY HAND AND SEAL this	day of 11AY 2.5 2021 at Rigal Provincial Capitol,
Antipolo City 1ZAL	Conti
Page No. 2	NOTARY PUBLIC
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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 May, 2021

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

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONSTRUCTION—that work may proceed on the Extension of 2-Storey Frances Multi-Purpose Building (Brgy, Hall), Brgy, San Jose, 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 6

I acknowledge receipt of this Notice on:

Authorized Signature
Name of the Representative of the Bidder:

EDWIN G. FRANCISCO

CONSTRUCTION AGREEMENT 3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
erganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Torcess, Rissl , and herein represented by its Proprietor/President/General Manager, EDWIN FRANCISCO of legal age, Filipino citizen, single/married, resident of Torcess, Rissl , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangauniang Panlalawigan Ordinance No. 23, #, 2020/02, #, 2021 namely:
Extension of 2-storey Theres Bulti-Purpose Building (Brgy. Hall), Drny. San Jose, Berse, Pisel
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 hast _27 &ccll 2021
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject maner of this Agreement shall be completed within One famoured Thirty-Two (132) enlender days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
a SP Ordinance No. 23, s. 2020/02, s. 2021
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
e. Construction Schedule
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
h. Bid Security
i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two itilition Seven Bundleed Seventy-Hime Thousand Three Bundleed Pages 6 87/100. (P 4,779,300.67), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Like Lindred Mirety Peror 5 26/100 (P 833, 750, 26)

Philippine Currency, in the form of Performance Soud as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers documents in support thereto and/or incorporated herewith, in secondance 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 imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

	the parties have hereunto sign	and this Agreement to	bin day of
EGF ENTERPRISES & CONSTRUCTI	ICH RIZAL F	ROVINCIAL GOVE	ERNMENT
By: Willy:	By	6	
EDWIN FRANCISCO	3	REBECCA A. YNA	RES
Proprietor/Manager/President		Governor &	
/	WITNESSES		
LOLITA PEDECUZMA	N_ M	A. VICTORIA B, T	EJADA
No	TARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES AND THIOLOGY (2002) S.	,		
BEFORE ME, a Notary Pub	die for and in Antipulo City, p	ersonally appeared th	c following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
EDATTH FRANCESCO	TIN NO. 133-189-386		
all known to me and to me known acknowledgment that the same is that present	to be the same person's who r free voluntary act and deed a	executed the forego a well as the entity th	ing 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, rulers to the Agreement for

Extension of 1-storey Theres Fulti-Furpose Suilding (Segy. Hell), Segy. San Jose, Beres, Rizal

Amprile City. American American Seal this	day of MAY 2 5 1921, at Rirai Provincial Capitol.
Doc No 5/7 Page No. 1ef Book No. 2	PNOTARY PUBLIC
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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 May, 2021

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

Denr 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/Provision of Wash Facilities (Water, Sanitation & Hygiene)

at Evangelista Elementary School, Baras, Rigal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES Governor of

I acknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder:

501707

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, RESECCA A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of the Republic of the Philippines, with principal place of husiness and office address at htmmgonso, Risel and herein represented by its Proprietor/President/General Manager, LAUSO M. UNIDANS of legal age, Filipino citizen, single/married, resident of htmsgers, Risel hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangginiang Panlalawigan Ordinance No. SPSB Res. No. 5, s. 2020 namely:

Construction/Provision of Resh Pacifities (Water, Senitation & Hygiene) at Exangelists Elementary School, Darse, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above and infinstructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 April 2021 has accepted and binds itself to undertake the construction and completion of the above said infinstructure 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 premises, the parties hereto hereby agree as follows:

The whole works subject matter of this Agreement shall be completed within Severalty-Two (72) calender days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. RPSB New. No. 6, w. 2020
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- L 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 Doe Million Two Hundred Eighty-Four Thousand Seven hundred Sixty-Mine Peros & \$2/100 (P 1,284,769,92), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three hundred Eighty-Five Thousand Four Hundred Thirty Perce 5 98/100 (P 385,430.98)

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's 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 consistant with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elementee from the Burom of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BTR 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 patties hereto to agree in writing to resert 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 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.

T UETADAS CONSTRUCTION CON	CONTRACT RIZAL	PROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		36	
By: leled	By:	7	
EACHO H. UBTADAS		REBECCA A. YNAI	RES
Proprietor/Manager/President		Governor &	
	WITNESSES		
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and the form	an s	IA, VICTORIA B. T.	EJADA
LOLITA & DE CUZM		in ricronggio.	EMP/ABP/A
N	OTARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINE ANEIDOLO SHEV	S) 3.S.		
	ablic for and in Antipolo City, p	personally appeared th	e following
Nume/Entity	Valid ID Presented	Dute	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Mania
EAURO H. UBIADAS	TIN NO. 008-410-68	9	

and vely. present.

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

Construction/Provision of Wash Facilities (Water, Sanitation & Mygiene) at Evengelists Elementary School, Barns, Risel

WITNESS MY HAND AND SEAL this	day of MAY 28 2021	at Rizal Provincial Capitot.
(Mariedo Electrica)		

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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 May, 2021

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

Denr Mr. Arada

The attached Contract Agreement having been approved, notice is hereby given to
FLAG CONSTRUCTION CORP. that work may proceed on the
Improvement of School Ground and Construction of Demountable Stage,
at Brgy. Bilibiran and Brgr. Libbs, 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

Governora

I acknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder:

T-14-70 W

FERNANDUM ARADA

CONSTRUCTION AGREEMENT <

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVENCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized existing under Republic Act No. 7160, with sent 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
FLAG CONSTRUCTION COMPONATION, a sole proprietorship/private corporation, d
organized and existing under the laws of the Republic of the Philippines, with principal place of busing and office address at Binengoom, himel and herein represented by Proprietor President/General Manager, FERMAND ARADA of legal and, Filip citizen, single/married, resident of Binengoom, Rigel hereinafter referred to as CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangginniang Panlalawigan Ordinance No. 1958 Res. So. 1, 5, 2021 namely:
Improvement of School Ground and Construction of Decountable Stage at Brys. Milibiren and Begy. Libir, Dimengoose, Sizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsibile in a public building held but 27 Arril 2021. This accepted and binds itself to undertude 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 Six Ehrniced Engineer Thousand Seven Functional Teenty
Soven Feron & 18/100 (P618,727,18), Philippine Currence
1. The whole works subject matter of this Agreement shall be completed with the provisions of the 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. RPSE Res. No. 1, s. 2021/23, s. 2020/02, s. 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
c. Construction Schedule
f. Request for Expression of Interest
 g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security
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
104-00 Canade Canade Andre Mender of State Canade Andre C
In consideration 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 subject this Agreement in conformity with the province of the Contract;
and registration in contraining, with the planting significant sig
 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PES Six Hundred Eighteen Thousand Seven Hundred Twenty-Seven Perox 5 19/100 (P618,727.16), Philipp
Currency, in consideration of the construction and only upon completion of the infinstructure we unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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;

- 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;

B. 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 reacind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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all.

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 5 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this PLAN CONSTRUCTED CORPURATION RIZAL PROVINCIAL GOVERNMENT Enrity/Firm/Corporation By: REBECCA A. YNARES PROMETE A Governor & Proprietor Manager Fresident WITNESSES LOLITA B. DE GUZMAN _ NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Velid ID Presented Date Pluce Name/Entity Passport No. P8239281A August 5, 2028 Mamia HON REBECCA A. YNARES TIK NO. 007-885-673 PERSONAL ARADA

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

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

Improvement of School Cround and Construction of Demountable Stage at Bory, Ellibired and Bry, Libis, Minangonan, Risal

The state of the s	day of MAY 75 2021, at Rizal Provincial Capitol,
WITNESS MY HAND AND SEAL this	and or little to their mession columns columns
Antipolo City.	ATTY WATER TO THE LABOUR TO
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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 May, 2021

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of 2-Storey, 6-Rooms Vivares School Building at Talim Elem. School, Brgy. Rayap, Binangonan, Rical effective on the day you received this Notice to Proceed.

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

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

REBECCA A. YNARES

Authorized Signature
Name of the Representative of the Bidder

FERNANDO L. ARADA

CONSTRUCTION AGREEMENT &

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINC	JAL GOVI	RNMENT	OF RIZ	AL, n loca	l gover	nutrent mat	t, duly orga	nized and
existing	g under Republ	ie Act No.	7169, with	sent of	governm	ent at	the Rizal	Provincia	Capitol.
Circum	nferential Road o	omer P. Oli	veroa St., Br	gy. San	Roque, At	nipolo	City, repre	esented in t	his act by
its GO	VERNOR, HON	I. REBECC	A A. YNAR	ES, here	in referred	to as t	ie PROVI	NCE; and	
							ASSESSED F		0.00

FLAG CONSTRUCTION COMPORATE			
organized and existing under the laws of th	e Republic of the Philippines, with p	rincipal place of	husiness
and office address at Binang	onen, Rinel , and herein		
Proprietor/President/General Manager,		of legal age,	The second secon
citizen, single/married, resident of	dingaponan, Rigal, hereitafte	referred to	: BB : 1D(C

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlaluwigan Ordinance No. ###### Rev. No. 3, 7, 2020 namely:

Construction of 2-storey, 5 rooms incres School Building at Telin Elementery School, Ergy, Bayar, Sirengenen, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 April 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 farth in the bid documents, approved plans, program of works and specification in consideration of the amount of Thirteen Million Four Handred Five Thousand Five Incorporate Severty-Sig Popps 5 28/100 (P 13, 405, 576, 36), Philippine Currency.

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

- The whole works subject matter of this Agreement shall be completed within Two literated Thirty-Five (235) 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. 11755 Her. 10. 5, T. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Subedule
 - 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 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 ame-Thirteen Million Four Handred Five Thousand Five Hundred Seven 4 36/100 (P 13,405,576.

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

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

 Seventy-Two Pesos 5 91/100 (P ± 021 572 91)

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

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

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



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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the not 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.

IN WITCHSSIWHEREOF, the parties have hereunto signed this Agreement this at ANDONOUS 174 CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By DOUL-ELEVANDO MIADA REBECCA A. VNARES Governor & Proprietor Manager/President WITNESSES MA. VICTORDEB, TEJADA LOLITA E DE GUZMAN . NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTENNAM CRITE AL BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Name Entity Place HON REBECCA A YNARES Passport No. P8239281A August 5, 2028 Monile 715 160, 007-885-673 FERNANDO ARADA 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 Agroement for Construction of 2-storey, & rooms Yneres School Building at Talim Elementary School, Rogy. Rayap, Binangonan, Rizal day of MAY 2 8 2021 AVERNESS MY HAND AND SEAL this at Rical Provincial Capitol, Antipole City Doc No. CHOCON Page No. NOTARY PUBLIC Book No. Sonica 20 🛪

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Verificant (4-202)

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 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

Construction of 2-Storey, 6-Rooms Ynares School Building at

Matakaban Elem. School, Brgy. Malakaban, 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

Governord

I acknowledge receipt of this Notice on

5-21-767

Authorized Signature:

Name of the Representative of the Bidder

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 7

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

KII UBIADAS CONSTRUCTION CORPORATION , a sole proprietorahip/	private corporat	ion, duly
organized and existing under the laws of the Republic of the Philippines, with p	rincipal place of	business
and office address at Einergooms, Right, and herein	represented	by m
Proprietor/President/General Manager, LAURO M. UBIADAS	of legal age,	1.mbmo
citizen, single/married, resident of Biomocomp, Rixal hereinafte	referred to	no the
CONTRACTOR, WITNESSETH, Thur,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. HESB Res. No. 2, 5, 2021 namely:

Construction of 2-storey, 5 rooms Theres School Building at Helekeben Elementery School, Bray. Helekeben, Binengonen, Sisal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 April 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 Thicken William Test Langued Staty-Teo Thousand Three harvings Footy-Five Perox 5 71/100 (P 13, 262, 365, 71), Philippine Charency.

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

- 1 The whole works subject matter of this Agreement shall be completed within Two Hundred Thirty-Five 235) 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. RPS6 Res. Ho. 2, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's 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 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 Thirteen Hillion Two Hundred Sixty-Two Thousand Throw Hundred Forty-Five Peros 5 71/100 (P 13, 262, 343.71), 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:

14

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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. Those WILLIan this Backerd Seventy-Fight.

 Thousand Seven Burdeed Those Peros 5. 11/100 (P. 3.978, 203.71)

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor is case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of dalay. 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 elearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be suber arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, dispute within the competence of the Construction Industry Arbitration Commission to resolved shall be

14

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

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

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

IN WITNESS WHEREOF, the parties have bereunto signed this Agreement this day of AMOUND STY KIT UBLADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: REBECCA A. YNARES Proprietor/Manager/President Governor's WITNESSES UZMAN. MA, VICTORIA B, TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) MATERIAL 15.5. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila LAURO M. UBIADAS TIN NO. 008-410-689 all known to me and to me known to be the same person/s who executed the foregoing instrument and

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

This instrument, consisting of 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

Constituction of 2-storoy, 6 rooms Ynames School Building at Malekaben Elementary School, Brgy. Halekaben, Binangonen, Rizal

WITNESS MY HAND AND SEAL this	day of MAY 28 2021 , at Rigal Provincial Capitol
FlAmipole City! ZAL	- Omli-
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NOTARY PUBLIC

BELIGINI SONO TO SON



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 May, 2021

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Improvement of Mahabang Parang Lunsad Road, Binangonan, 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 25

Lacknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder:

F-31 20 H

JUAN PAOLO/MIGUEL E. MANLAPIT

04/27/2021 # 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

L. EUSEBIO ACE DEVELOPMENT CORPORATION . # Hole	proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Phi and office address at Partie City	and herein represented by its
Proprietor/President/General Manager, July FALLO MICHEL citizen, single/married, resident of Parts City	P. HAMLAPTT OF REEL ARC. PHOPODO
CONTRACTOR, WITNESSETH, That,	

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

Exprovement of Mehabers Parano Linear Soud, Rinargonan, Risal

WHEREAS, the CONTRACTOR, warrunting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last 27 April 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 amount of Pine Hillion Ring Bandred Forety-Pline Thousand Five Plandred Teenty Peror 5 46/100 ______ (P g _ 540 _ 570 _ 50 _). Philippine Currency.

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

- The whole works subject matter of this Agreement shall be completed within One Hundred Sixty-Four (164) 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 bidden's two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Centract 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

 Hine Million Nine lamored Forty-Nine Thousand Five Rendered Treaty Pesos 4

 (P 9, 559, 520, 66). Philippine

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

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

26

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two Hillion Rirse Hundred Eighty-Four Thousand Eight Hundred Fifty-Six Peeps 5 14/100 (P 2,984,836.14)

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

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

Section 68 of Rule XXII of Republic Act No. 9184 states as 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;
- 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 admitted 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

86

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agroement/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 banefit 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.				
DI MLIMESE MIN	EREOF the parties h	ive hereunto signi	ed this Agreement if	usday of
L. EUSERIO ACE DEVELOPH CORPORATION	ent	_= 600	ROVINCIAL GOVE	ERNMENT
Entity/Firm/Corpor	ntion/			
99:	4	By:	5	
JUAN PAULO HEGUES E Proprietor/Mahager/Pres	. HARLAPIT	R	Governor3-	RES
	W	TNESSES		
/ /0.			- 0	
LOLITA IL DE	FUZMAN _	MA	L VICTORIAS. T	EJADA
/ 1.	NOTARIAL A	CKNOWLEDGN	TENT	
REPUBLIC OF THE PHILI AND POLOCIAL BEFORE ME, a No	(PPINES)) S.S. Stary Public for and in	Antipolo City, pe	esonally appeared th	e following
Nume/Entity	Valid	ID Presented	Date	Place
HON REBECCA A YNARE	S Panaport	No. P8230281A	August 5, 2028	Maulin
JUAN PAULO MIGUEL E.	HAHLAPIT TIH IK	. 000-159-917		
all known to me and to me acknowledgment that the san present.	known to be the su- ne is their free volunts	me person's who ry act and deed as	executed the forego well as the entity th	ing instrument and at they respectively
This instrument, cor written and has been signed b	numing of three (3) p by the parties bords in	ages meluding that each and every pag	page wherein this : te hereof, refers to the	acknowledgment is Agreement for
Improvement of Mohe	bong Parang Luna	ed Roed, Hine	ngonen, Riwal	
Martin Science H. P. A. HARRON		(1)->10->10-01	UTBOROANNA UTOOKUUBSO	nosilina varasas
Amipolo City RIZA	D AND SEAL this	day of 11/1	1 C5 CHA MIZA	Provincial Capital.
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MORE SHOULD AND VISUATION

No. of Section 2



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 May, 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
Construction of 2-Storey, 4-Rooms Ynares School Building at
Macamot Elem. School, Begy. Macamot, Binangonan, 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 neceptance 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

2.191 30.4

Authorized Signature

Name of the Representative of the Bidder:

OLIVER O. AOUINO

CONSTRUCTION AGREEMENT 9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with 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 himstgown, timel, and herein represented by its Proprietos/President/General Manager, Only AGUINO of legal age, Filipino citizen, single/married, resident of Triengown, Hims., bereinsiter inferred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. RPSB Rev. 104 G, 84 2020 nursely:

Construction of 2-storey, A toons Yndres School Building at Maconot Elementery School, Bray, Maconot, Binnagonem, 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 27 April 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 decompents, approved plans, program of works and specification in consideration of the amount of 100 Military Seven Institute Construction (P. 10, 722, 500, 26.) Philippine Currency.

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

- The whole works subject matter of this Agreement shall be completed within
 One Handow Seventy—Six (170) calendar days, in accordance with the provisions of the Bid
 Documents, Approved Plans, Program of Works and Specifications and supporting/related documents
 which are integrated between and incorporated berein by way of reference, namely:
 - a SP Ordinance No. RPSB Res. flo. 6, s. 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto.
 - Ic. 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 Ten 2011 on Seven Burdered Treaty-Two Thousand Five itended directly Pesos 5.

 25/100 (P 20,722,590,26), 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.

788/

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 (p. 2, 10, 777.08)

Philippine Currency, in the form of 1 (p. 2, 10, 277.08)

Philippine Currency, in the form of 1 (p. 2, 10, 277.08)

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Philippine Currency, in the form o

- 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 us follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or dismages 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 elemance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stumped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any 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

The second

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 suree in writing to resort to other alternative modes of disputes resolution.

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

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

DELIVER AGRINO CONSTRUCTION	RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation	€	36	
By: Q	By:	200	
CHITCH MEVILID	R	EBECCA A. YNAI	RES
Proprietor/Manager/President		Governorg	
	WITNESSES MA ARIAL ACKNOWLEDGE	L VICTORE B. T	EJADA
REPUBLIC OF THE PHILIPPINES) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, po	rsonally appeared th	a following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Panaport No. P8239281A	August 5, 2028	Munila
OHZUDA SEVELID	TIN NO. 102-311-289		

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

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

Construction of 2-storey, 4 rooms Ynames School Building at Manageot Elementary School, Brgy, Mecasot, Sinengonen, Sisal

WITNESS MY HAND AND SEAL this	day of TIAY	2 8 2921, at Rica	Provincial Capitol,
Author One RIZAL			2 😊

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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 May, 2021

MR. BRIAN D. FERIDO DUKHEA CONSTRUCTION Binangonan, Rizal

Dear Mr. Ferido:

The attached Contract Agreement having been approved, notice is hereby given to
DUKHEA CONSTRUCTION—that work may proceed on the
Construction of 2-Storey, 6-Roomy Youres School Hulliling at
Bahangin Elem. School, Brgs. Bahangin, 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:

Authorized Signature:

Name of the Representative of the Bidder:

BRIAND, FERIDO

04/27/2021 # 10

CONSTRUCTION AGREEMENT | D

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 sear 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
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Strangener</u> , and herein represented by the Proprietor/President/General Manager, field to train of legal age, Filipino citizen, single/married, resident of <u>Directoryman</u> , Sizel, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangginiang Panlalawigan Ordinance No. 2222 [107] 10. 3. 2. 2020 namely:
Construction of 2-storey, D cooms Ynames School Bullding at Dubragin Elementary School, Brgy. Butangin, Simongones, Sixel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 April 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 Fifteen Hillion Two Hareaut Security Four Thousand John Parising Total Country Four Thousand
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heroto bereby agree as follows:
 The whole works subject matter of this Agreement shall be completed within Two Hundred Thirty-Five (235) 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. RPSS Her. No. 5, m. 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
 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;
The Section of State of the Section Se
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amo
Fifteen Milition Two Houseod Seventy-Four Thouseod Four Dandred This
Currency, in consideration of the construction and only upon completion of the infras
unless otherwise agreed by the parties, subject of this Agreement as a contract price at the
manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contr

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 FOR HILLON Five HULLON Experience Electron Thousand There in scored Triarty-Cone Pence 5 87/100 (P4,2d2,131.57)

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

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reacind or terminate the contract, without preparate 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 elementee from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be sommitted 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

186

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 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 cousist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANPIROLOGICA) S.S.

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

Nume/Entity Valid ID Presented Date Place

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

FELIAL D. FERILO TEN 703, 300-263-262

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

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

Constitution of 2-storey, 6 rooms Yourse School Building at School Elementary School, Ergy. Buttengin, Disengues, Hisel

WITNESS MY HAND AND SEAL this ______day of 11AY 2.3 2221 _ at Rizal Provincial Capitol,

Anciento City R.J.Z.A. Doc No. 111

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

MS. ROSATITA DC. TIRAÑA 7JMR CONSTRUCTION SERVICES Binangonan, Rizal

Dear Ms. Tiraña:

The attached Contract Agreement having been approved, notice is hereby given to
7JMR CONSTRUCTION SERVICES—that work may proceed on the
Construction of 2-Storey, 6-Rooms Yeares School Building at
Bombong Elem. School, Brgg. Bombong, Binangonan, 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 4

Lucknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder.

ROSATITA DC. TIRANA

CONSTRUCTION AGREEMENT

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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
7.JPR CONSTRUCTION SERVICES , 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 Binansonan, Risal, and herein represented by its Proprietor/President/General Manager, ROSALITA TIRAMA of legal age, Filipine citizen, single/married, resident of Binangonan, Risal, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigum Ordinance No. ppss Res. So. 3, s. 2020 manualy:
Construction of 2-storey, 6 rooms Yneres School Building at Bombong Elementary School, Brgy. Bombong, Binangeons, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 April 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 furth in the bid documents, approved plans, program of works and specification in consideration of the amount of Sifteen Million two Hundred Tuenty-Fight Thousand Four Hundred Seventy-Fight Pages 2 16/100 (P 15, 228, 475, 15.), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
 The whole works subject matter of this Agreement shall be completed within Two Handred Thirty-Five (235) calendar days, in accordance with the provisions of the Big Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely.
 s. SP Ordinance No. RPSB Rest. No. 3, st. 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
- Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOs

 Fifteen Hillion Two Hardred Teamty-Right Thousand Four Burdred Seventy-Five

 Pesos 8 16/100 (P 15,228,475.16), Philippine
 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and in 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. Four Million Five Handred Sixty-Eight Thousand Five Pandred Forty-Two Peros \$ 55/100 (P 4,568,542.55)

 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 berewith, 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 highlated 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 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 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 Burcau of Internal Revenue and a copy of its income and business tax setures 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 submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

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

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

IN WITNESS WHEREOF, the parties have becomes signed this Agreement this ______ day of

(INV-2-5-202) at Antipolo City.

ANGONO, RIZA.

ZUMB CONSTRUCTION SERVICES RIZAL PROVINCIAL GOVERNMENT

Entry/Firm/Corporation

By:

Proprietor/Manager/President

By:

RESECCA A. YNARES

WITNESSES

LOLITA B, DE GUZMAN _

MA. VICTORIAM TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ASSISPOND CITY () S.S.

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

Name/Entity Valid ID Presented Date Place

HON, REBECCA A. YNARES Passport No. P8239281A August 3, 2028 Manifa

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

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

Construction of 2-storey, 6 rooms Ymares School Building at Bombong Elementary School, Brgy. Bombong, Binangonan, Pisel

WITNESS MY HAND AND SEAL thin _____day of PAY 2 8 2021 _ m Rical Provincial Capitol,

Antipolo City
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

MR. CECIL P. FRANCISCO C.P.F. CONSTRUCTION Cardona, Rizal

Dear Mr. Francisco:

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

Construction of 2-Sturey, 3-Rooms with Multi-Purpose Area (Second Floor) at Catalino D. Salazar National High School, Begg. Subay, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

CEETL P. FRANCISCO

CONSTRUCTION AGREEMENTY

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, thily organized and
existin	ng under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol,
Circun	inferential Road corner P. Oliveron St., Ergy. San Roque, Antipolo City, represented in this act by
its GO	OVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
	C. R. P. COMPUTATION A. sole occupied and investigate correction, duly
-	C.F.F. CHISTRICTION , a sole proprietorship/private corporation, duly zed and existing under the laws of the Republic of the Philippines, with principal place of business
organi	ozed and existing under the tows of the Republic of the Finisphiles, with principal place.
ma	office siddless at Carter Cart P. Francisco of legal age Filipino
Propo	office address at Cardene, Rizel and herein represented by its setor/President/General Manager, CHCIL P. FRANCISCO of legal age, Filipino a single/married, resident of Cardene, Bizel hereinafter referred to as the
conzer	TRACTOR, WITNESSETH, That,
CON	IRACTOR WITNESSETT, THAI,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
morna	ant of the Sangguniang Panlalawigan Ordinance No. RPSB lines. No. 2, #. 2021 namely:
	Construction of Z-storey, 3 rooms with Multi-Purpose Arms (Second Floor)
	et Catalino D. Salazar Hational High School, Ergy. Subay, Cardone, Rissal
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to und	terrake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
Bid in	a public bidding held list 27 April 2021 has accepted and binds itself to undertake
the co	nstruction and completion of the above said infrastructure works strictly in accordance with the
follow	ring standards set forth in the bid documents, approved plans, program of works and specification in
consid	deration of the amount of Six Million Nine Buckerd Twenty-Hime Thousand Fine and Sixty-Two Percer 5 17/100 (P 5, 929, 962.17), Philippine Currency.
SWARK	red Starty-190 reside o 277100 (P 0, 227, 20022) I, rimpline currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
1002230	surree as follows:
tita en	agree as solions.
	1. The whole works subject matter of this Agreement shall be completed within
One	Standeed Seventy-Six (176) calendar days, in accordance with the provisions of the Bid
Docus	nems, Approved Plans, Program of Works and Specifications and supporting/related documents
which	are integrated herewith and incorporated herein by way of reference, namely:
	NAMES IN
	a. SP Ordinance No. RPSH Ber. No. 2, s. 2021
1	b. Certificate of Availability of Funds
<i>y</i>	c. Scope/Program of Work and Detailed Estimate
3	d. Drawing, Plans and Specifications
3	c. Construction Schedule
7	f. Request for Expression of interest
	g. Bidding Documents including all the documents/statements contained in the winning
7	hidden's two (2) bidding envelopes
1	h. Bid Security
1	i. Addenda and Supplemental Bulletins
Jan Bra	j. Notice of Award of Contract and the Contractor's Conformitythereto
1	k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
ξ.	Rules and Regulations implementing R.A. No. 9184
-	2. in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
19002000	2. In consideration of the physical to be made by the PROVINCE in the Construction works subject of
latter i	nereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
uus:A)	greement in conformity with the province of the Contract;
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
55.0	Million Nine Sundred Twenty-Nine Thousand Nine Sandged Sixty-Too Feases
A	17/100 (P 6, 929, 962, 17), Philippine
Carror	ncy, in consideration of the construction and only upon completion of the infrastructure works
unless	otherwise surreed by the parties, subject of this Agreement as a contract price at the time and in the
manne	r prescribed by the Contract and specified in the Bid and as agreed upon by the Commeter;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two Million Seventy-Right Thousand Mine.

Flundred Righty-Right Penov & 65/100 (P 2,076,988.65)

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring limity may 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, boars of work and other labor laws;

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

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

 In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

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

works is/are located.			J8X3
IN WITNESS WHEREOF	the parties have hereunto sign WOONO, REZA.	ed this Agreement thi	sday of
C.P.F. QUISTRUCTION	RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Futus/Corporation			
By: Jahrun	Ву	- 湯	
Proprietor/Manuscr/President	R	GOVERNO CONTROL	ES
1	WITNESSES		
1108 2			
LOLITA B/DE GUZOL	AN _ M/	L VICTORIĂB. TI	DADA
N	DTARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY. 1S			
BEFORE ME, a Notary Pu	hlic for and in Antipolo City, pe	raonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Mannin
CECIL F. FRANCISCO	TIN HO. 124-335-900		
all known to me and to me known acknowledgment that the same is the present.	to be the same person's who ar fine voluntary act and deed as	executed the foregon well as the entity tha	ng instrument and I they respectively
This instrument, consisting written and has been signed by the po	of three (3) pages including the erties hereto in each and every pag	a page wherein this a ge hereof, refers to the	cknowledgment is Agreement for
Construction of 2-storey, 3 Detelling D. Selszer Metions	remon with Multi-Parpor I High School, Bugy. Sui	re Ares (Second) bay, Cardone, Ri	Floor) et mel
WITNESS MY HAND AND	SEAL thisday of	AY 23 2021 , ut Rizul	Provincial Capitol,
Doc No. 3/3 Page No. 100		ATTY SOCIETY	mline ou
Book No. R. Series 20 M.		NOTARY PUR	5 Carrone
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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 May, 2021

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Improvement of t-Storey Multi-Purpose Bldg., Brgy. 3rd District, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on

Authorized Signature: Name of the Representative of the Bidder: Tam.

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04/27/2021 # 13

CONSTRUCTION AGREEMENT |3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

PLAG CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binangorum</u>, <u>Rizal</u>, and herein represented by its Proprietor/President/General Manager, <u>PECIANDO ARADA</u>, of legal age, Filipino citizen, single/married, resident of <u>Binangorum</u>, <u>Pixal</u>, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, 5, 2020/02, 5, 2021 numely:

Improvement of 1-storey Multi-Purpose Building, Bray. 3rd District, Jelejele, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding haid last 27 April 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 amount of One Million Pive Harrised Forty-One Thousand Six Hardred Pifty-Too Perce 5 35/100 (P 1, 541, 552, 55), Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within One Handred Thereby (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. 23, s. 2020/02, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's 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 One Million Pive Bandred Forty-One Thousend Six Bundred Fifty-Two Pesos 5.

 55/100 (P 1.541,652.55), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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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 may 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 Four Handred Sixty-Two Thousand Four Handred (P492,475,77 Minety-Pive Peros & 77/100 as a measure of guarantee for the Philippine Carrency, in the form of Parformence Bond 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 reacind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

works is/are located. WITNESS WHEREOF, the parties have becomes signed this Agreement this day of ALTO BONO PRIZAL FLAG CONSTRUCTION CURPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By REBECCA A. YNARES Governor & Proprietor Manager/President WITNESSES LOLIYA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO GITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following: Valid ID Presented Date Place Nume/Entity HON REBECCA A YNARES Passport No. P8239281A August 5, 2028 Marcita FERNIANDO ARADA TIN NO. 007-885-673 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

Improvement of 1-storey Multi-Purpose Building, Bryy. 3rd District, Jelejale, Rinel

day of 11AY 28 2021 as Rical Provincial Capitol, WITNESS MY HAND AND SEAL this Antipolo City 17

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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 May, 2021

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

Dear Mr. Manlapet:

The attached Contract Agreement having been approved, notice is hereby given to L_EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Asphalt Overlaying/Concrete Reblocking (portion) of Borja St., and P. Torres St., Brgy. Special District, Julajala, 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:

JUAN PAOLO MIGUEL E. MANLAPIT

\$ 100.00

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

organized and existing under the laws of the Republic of the Philippines, with print	cipal place	ation, duly of business
and office address at Pasts City and herein Proprietor/President/General Manager, Hun Paul HILLE, PARAPTO	represented	DY 105
citizen, single/married, resident of Pagis City hereinaller CONTRACTOR, WITNESSETH, That,	referred to	as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. 02, r. 2021.

Amphelt Overlaying/Concrete Rebisching (portion) of Norja St., and P. Torres St., Htgy. Special District, Jalujala, Pisal

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 has accepted and binds itself to undertake following standards set forth in the hid documents, approved plans, program of works and specification in consideration of the amount of Com MITH on the Landwel Distry-Seven Thousand Fisher Hundred Forty-Four Peace 5 55/100 (P1,137,544.55), Philippine Currency

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

- 1. The whole works subject matter of this Agreement shall be completed within (_60_) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:

 - s. SP Ordinance No. 02, p. 2021
 b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning biddet/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby edvenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in confirmity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million One Randwed Talety-Sevan Theorems Eight Dandred Forty-Sovenhappine 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 projectived 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;
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESCS Three Bandred Forty-One Thousand Three Particles STETY-Three Particles 57/100 (p. 341, 253-37)

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

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

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to 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 commutative 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, bours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same monnings as respectively assigned to thom in the conditions of the contract hereinafter referred to:
- PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax cleanance 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 swithin the competence of the Construction Industry Arbitration Commission to resolved shall be



Documents;

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

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

furisdiction over civil cases or aut 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

May 7 8 2021 at A	he parties have hereunto signi attipolo City.	ed this Agreement th	nis day c
L. HISENIO ACE DEVELOPMEN CORPORATION Entity/Firm/Corporation	9	ROVINCIAL GOVE	ERNMENT
By:	By:	ħ	
Proprietor Manager President	R	Governor &	RES
10.3	WITNESSES		
LOLITA B. DE GUZMAN		. VICTORIA B. T	EJADA
NO	TARIAL ACKNOWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES) APANTIPOLO CITY ISS			
BEFORE ME, a Notary Publi	ic for and in Antipolo City, per	rsonally appeared th	e followine
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNAILES	Passport No. P8239281A	August 5, 2028	Manile
JUAN PAULO MIGUEL E. MAINLAPIT	TIN NO. 000-159-917		

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

Amphelt Overlaying/Concrete Reblocking (portion) of Borja St., and P. Yorres St.,

	orgy. Special District, Jaisjais, Hissi	
ű.	WITNESS MY HAND AND SEAL this Doe No. JW Fage No. 103 Book No. 2 Strice 20 14	day of MAY 28 2021 ATTY ARREST Provincial Capitol, at Rizal Provincial Ca
		SPLUMEN VENDO



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

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

Dear Mr. Santiago

The attached Contract Agreement having been approved, notice is hereby given to
CAMORI BUILDERS AND SUPPLY—that work may proceed on the
Construction of Stone Masonry for Side Protection (beside J. Luna Street) at
Sitio Lamang Nayon, Brgy, Bagumbong, Jalajala, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder:

STEWN_

JOMMEL G. SANTIAGO

CONSTRUCTION AGREEMENT S

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and
CAMORI BUTLDERS AND SUPPLY, 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
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunium Panlalawigan Ordinance No. 23, 8. 2020 namely:
Construction of Stone Heromay for Side Protection (beside J. Lune Street) at Sitio Lumeng Mayon, Brgy. Degumbong, Jelejele, Bizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last 27 April 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 Mine Bundard Eighty-Saven Thousand Seven Bundard Mine Person & 50/100 (P 987, 792, 50), 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 Sixty (60) calendar days, in accordance with the provisionsof the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
n SP Ordinance No. 23, p. 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
bidderfs two (2) bidding envelopes
h. Bid Security i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformitythereto
 Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
this Agreement in conformity with the province of the Contract,
A PONTE ACTION TO DESCRIP
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Hims Hundred Highty-Seven Thousand Seven Hundred Himsty-Teo Pasos 5 50/100. (P 987,792.50), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Minety-Six Thousand Three Bundred (P 296, 337, 75 Thirty-Seven Pesos & 75/100 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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 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 conof the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."



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





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

Without prejudice to administrative functions that may be imposed in proper cases, a violation by the CONTRACTOR of my/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both in 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 WHEREON	F, the parties have hereunto signs t Astipolo City. ANGONO, RIZAL	ed this Agreement th	day of
CAMERI BUTTOWNS AND SUPP Entry/Firm/Corporation	LY RIZAL PI	ROVINCIAL GOVE	RNMENT
By:	By:	3	
Proprietor/Manager/President	R	Governor &	UES
1	WITNESSES		
10,1	11/2/2017/2017/2017	6563	
LOLITA H. DE GOZM	AN_ M/	L VICTORIUB. TI	EJADA
/ ×	OTARIAL ACKNOWLEDGE	TENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY.	ES) S.S.		
BEFORE ME, a Notacy Po	ablic for and in Antipolo City, pe	enountly appeared the	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Pausport No. P8239281A	August 5, 2028	Maoila
STREET, SARTTAGO	TDI NO. 212-862-431		
all known to me and to me know acknowledgment that the name is the present.	n to be the same person's who seir free voluntary act and deed as	executed the foregoi 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 that arties hereto in each and every pag	s page wherein this a je beceof, refers to the	cknowledgment is Agreement for
Construction of Stone Mason Sitio Lummag Neyon, Brgy.			Street) at
WITNESS MY HAND AND	D SEAL thistay of MA	7 8 7071_, et Rizal	Provincial Capitol,
		ATTY CHE DIO	ARIE L CAMILOS
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IDP Litable Member No 010632 (R.th.

Verilla multi Frami 14 2022



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

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

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to
CAMORI BUILDERS AND SUPPLY that work may proceed on the
Construction of 2-Storey, 2-Rooms Ynares School Building at
Bayugo National High School, Brgy. Bayugo, Jalajala, Rizal
effective on the day you received this Notice to Proceed.

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

JOMMEL G. SANTIAGO

CONSTRUCTION AGREEMENT 16

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized at existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act to its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Moreng Rimal and herein represented by a Proprieton/President/General Manager, account approach of legal age, Filipin citizen, single/married, resident of Feering Rimal herein referred to as if CONTRACTOR, WITNESSETH, That
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 2000 No. 2000 namely
Construction of 2 storey, 3-knows Years School Hallding at Hoyago Matienal High School, Brgy. Sayugo, Jalajala, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infinatructure works, has been declared as the Lowest Calculated Responsibility in a public bidding held last April 27, 2021 has accepted and binds itself to undertake the construction and completion of the above said infinatructure 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 poor Hillion State Handred States. Themseld Party State Peace 5 09/100 (Ph. 316, 565.09). Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed with the Bocuments, Approved Plans, Program of Works and Specifications and supporting/related documer which are integrated herewith and incorporated herein by way of reference, namely:
a SP Ordinance No. HPEB Ho. 2, 3, 2021 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications s. 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

Rules and Regulations implementing R.A. No. 9184

this Agreement in conformity with the province of the Contract,

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

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

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

Four Hillion Sight Hundred Sixteen Thousand Pive S nared 18:345 09 Person 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;

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Centract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance accurity of PESOS one MILLS Four Hundred Forty Four Tomas (PLANA 963.65).

 If is understood that prior to the signing of this Agreement, the Contractor has posted the required performance accurately of PESOS one MILLS Four Hundred Forty Four Tomas (PLANA 963.65).

 Philippine Currency, in the form of paragraphs and a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement, and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Hidding Documents.
- 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 productment of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the apperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches (on 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;

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

- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 576, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTRONOCONTA:) S.S.

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

Name/Entity: Valid ID Presented Date Place
HON REDECCA A. YNARES Pamport No. P8239281A August 5, 2028 Marsia
Joseph Septings 212-868-434

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

This matrament, 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 Agroement for Commutraction of 2-Stormy, 2-Booms Thorns School Building at Hoyugo National Righ School Bayugo Hayugo, Jolajola, Righl

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Valid until April 14, 2027



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

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

Dear Mr. Nora

The attached Contract Agreement having been approved, notice is hereby given to
J.G. NORA BUILDERS that work may proceed on the
Improvement/Rehabilitation of Drainage Canal (portion) of J. Pascuaßt.,
Sitio Hulo (Pamboy''s Club) Regy. San Pedro, Morong, 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:

2 chr sest

JAMES G. NORA

CONSTRUCTION AGREEMENT / ?

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

organized and existing under the laws of the Republic of the Philippines, with principal place of besiness and office address at and herein represented by it proprietor/President/General Manager, and herein represented by it is an office address at and herein represented by it is proprietor/President/General Manager, and herein represented by it is proprietor/President/General Manager, and herein represented by it is the CONTRACTOR. WITNESSETH, That. WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed is namely. WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above and 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 and infrastructure works articly in accordance with the consideration of the amount of proprietor of the support of the provisions of the foregoing premises, the parties hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within a calculated for the provisions of the Bid Contract of the provisions of the Bid Contract of the provisions of the Bid Contract of Availability of Pands c. Scope-Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule 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 is Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the province of the Contract: 3.	"or nonferential Road corner P. (VERNMENT OF RIZAL, a local government unit, duly organized and lo. 7160, with sent of government at the Rizal Provincial Capitol Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by CCA A. YNARES, herein referred to as the PROVINCE, and
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 a public bidding bidding the held documents, approved plans, program of works and specification is consideration of the strongers bereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within a calculated days, in accordance with the provisions of the Bid 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. b. Certificate of Availability of Punds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedulo f. Request for Expression of Interest a. Bidding Documents including all the documents/statements contained in the winning hidders two (2) bidding envelopes h. Bid Security i. Addeeds and Supplemental Buffetins j. Notice of Award of Centract and the Coutractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Crash 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 of the Contract; 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESON	organized and existing under the and office address at <u>s</u> Proprietor/President/General Ma citizen, single/married, reside	laws of the Republic of the Philippines, with principal place of business and herein represented by its unager. of legal age, Filipine o
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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.

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

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the 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 reseind 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;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE.
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13 In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry. Arbitration. Commission to resolved shall be

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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 report 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 at 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 resitution 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.

Institution 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.

	RIZALI	PROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation	C.W.W.		ADOMINI SOCI
By	By	-	
		EBECCA A YNARE	S
Proprietoe/Manager/Proxident	: a	Governor	
67	WITNESSES	200	
LOLITA DE COZMAN	1	MA VICTOR B TI	MADA
<i>(</i> ,	NOTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINE	(S)) S.S.		
BEFORE ME, a Notary Po	oblic for and in Antipolo City, pe	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. PRE39281A	August 5, 202n	Manila
all known to me and to me know acknowledgment that the same is the present.			

115Y 7 5 7021 WITNESS MY HAND AND SEAL this at Right Pro-Antigoth ETRIZA VIII 15.87 Cartatrons for Angoon IIo Doc No alt in the Pape No. 103 . 20U NUTARY PUBLIC Blook No. 14786 Senes 20 M PIRAD שוותרא

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 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. SORLANO CONSTRUCTION that work may proceed on the
Const/Replacement of Perimeter Fence at Bombongan Elem, School, Bryg. Bombongan, Morong, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

- ---

SIDNEY. B. SORIANO

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Cli	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and disting under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, incumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
Pr	roprietor/President/General Manager, Alland Scalland of legal age, Filipino tizen, single/married, resident of Serong Hand hereinafter referred to as the ONTRACTOR, WITNESSETH, That,
(310	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in assuant of the Sangguniang Panlalawigan Ordinance No. IPSS No. 5, S. 2020 namely:
	entrostion/Replacement of Ferimeter Fonce at Nombongun Elementary School, by. Bombongs n. Morong, Risel
B	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive id in a public bidding held last will 27, 2021 has accepted and binds itself to undertake a construction and completion of the above said infrastructure works strictly in accordance with the filowing standards set forth in the bid documents, approved plans, program of works and specification in ensideration of the amount of the last than the bid documents approved plans, program of works and specification in the bid documents. Approved plans program of works and specification in the last term of the amount of the last term of the last
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be	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto areby agree as follows:
D	The whole works subject matter of this Agreement shall be completed within Seventy Beven (??) calendar days, in accordance with the provisions of the Bid occurrents, Approved Plans, Program of Works and Specifications and supporting/related documents thich are integrated berewith and incorporated berein by way of reference, namely:
6	n SP Ordinance No. 18 No. 6, 11. 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
6	bidder/s two (2) bidding envelopes
,	h. Bid Security
e c	 Addenda and Supplemental Bulletins Notice of Award of Contract and the Contractor's Conformitytherate
	k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
	Roles and Regulations implementing R.A. No. 9184
- la	 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the iter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of its Agreement in conformity with the province of the Contract;
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
	o Hillian One Rundred Eighty Two Thousand Eight Sundred Party Coo). Philippine
tir	urrency, in consideration of the construction and only upon completion of the infrastructure works aless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the namer prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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;

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws.
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11 That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will emitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly vabilated with the tax payments made thereon.
- 1.5. 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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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS of the Control of the Contr

Philippine Currency, in the form of 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:

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





OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 May, 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
Aspitalt Overlaying/Concrete Reblocking (portion) of BagumbayanWawa Market Road Brgs. Bagumbayan - Brgs. Wawa, 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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

4x 15-5

JUAN PAOLO MIDUEL E. MANLAPIT

CONSTRUCTION AGREEMENT | 9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized existing under Republic Act No. 7160, with sout of government at the Rizal Provincial Car Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this as its GOVERNOR, HON, RESECCA A. YNARES, herein referred to as the PROVINCE; and	ibitor*
organized and existing under the laws of the Republic of the Philippines, with principal place of but and office address at samis City and herein represented by Proprietor/President/General Manager, Juni Paulo Highla E. Hallapty of legal age, Fil citizen, single/married, resident of Puril City , hereinafter referred to as CONTRACTOR, WITNESSETH, That	itu
WHEREAS, the PROVINCE declares that certain infrustructure works should be construct pursuant of the Sungguniang Panlalawigan Ordinance No. 02, 8, 2020 namely	ied in
Amphalt Overlaying/Comorete Reblocking (portion) of Regumberes-warm Harket Fond (Reskerond), Bray. Pagusteyan- Bray. Mann. Fililla, Risal	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsition a public bidding held last pril 27, 2021 has accepted and binds itself to under the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specifical consideration of the amount of Fire Hillian fewer Reference Birth your Thousand	errake th the ion in
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties is hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed to calendar days, in accordance with the provisions of the	nereto within e Bid
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:	
n. SP Ordinance No. 02, 6, 2021	
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 Or All the decrease in the security of the security o	
 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 Bulletius	
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k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184	
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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;	

- 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;
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 Philippine Currency, in the form of Fer forwarder Sound as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding
- Documents:

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- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
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- 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 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. 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 forfatture 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 eny/municipality of the Province of Rizal where the infrastructure project or works in/are located.

works infare located.	129 0			
IN WITNESS WHEREOI	ANGONO RIZA	into signed	his Agreement this	day of
2. Entity/Firm/Corporation		RIZAL PRO	OVINCIAL GOVE	RNMENT
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Proprietor/Managon/Proodent	LAPIT	MEX	Governor	(**)
///	WITNESSE	S		
LOLITA BASE GUZMAN		MA	VICTORIA B T	EIADA
	NOTARIAL ACKNOW	LEDGMEN	r	
REPUBLIC OF THE PHILIPPINE ANSOROTOLOGY	(S) () S. S.			
BEFORE ME, a Notary Po	blic for and in Antipolo	City, pecso	nally appeared the	following
Name/Entity	Valid ID Present	cd	Date	Mace
HON REBECCA A. YNARES	Pasapart No. P8239	281A	August 5, 2028	Months
JUN PAULO HIGHEL S. MAILAS	TV 000-199-019			
all known to me and to me known acknowledgment that the same is the present	a to be the same person	Ws who evo I deed an we	outed the foregoing If as the entity that	they respectively
This instrument, consisting written and has been signed by the pr	of three (3) pages inclusives hereto in each and a	ding that po rvery page h	ge wherein this act	knowledgment is greenent for
Amphalt Overlaying/Concret Seed (Anaberoed), hopy, Se	w Hatlocking (part	des) of l	Included the Control	Section Contract Contract

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

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

Dear Mr. Manlapit.

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Asphalt Overlaying Concrete Reblocking (portion) of San Lorenzo Road, Brgs. Hulo, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on

Authorized Signature. Name of the Representative of the Bidder.

JUAN PAOLO MIGUEL E. MANLAPIT

DOM: DAM

CONSTRUCTION AGREEMENT 70

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

esting under Republic Act No. 7160, with sent of government at the Riral Provincial Capitol reunforential Road corner P. Oliveros St., Brigs. San Roque, Antipolo City, represented in this act by GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and a sole proprietorship/pit/vate corporation, dialy gantzed and existing under the laws of the Republic of the Philippines, with principal place of business of diffice address at a sole proprietor proprietor proprietor of the part of legal age. Filippine proprietor propri		The PROVINCE	AL GOVE	ERNMENT OF	RIZAL, n local	government	unit, duly organ	bee boxu
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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 18331cm Security Two Thousand Two Immediate Philippine Currency, in the form of as a measure of guarantee for the faithful compliance of and compliance with his offingations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Building 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 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;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be 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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146

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

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

works in/are located.			
IN WITNESS WHEREOF.	the parties have hereunto sign	ed this Agreement th	day of
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Entity/Firm/Corporation	OCENIDAMO		
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By:			
JUNI PAULO PERME E. HARLAS	PIE R	EBECCA A. YNAI	RES
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	WITNESSES		
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LOLITA B. DE GUZMA	N. M.	A. VICTORDER, T	EJADA
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(NO	TARIAL ACKNOWLEDGE	TENT	
REPUBLIC OF THE PHILIPPINES AND OF THE PHILIPPINES (S.)	#C)		
BEFORE ME, a Notary Pub	lie for and in Antipolo City, pe	monally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A VNAJUS	Pamport No. P#239281A	August 5, 2028	Manils
JUN PAULO MICHEL E. SUNLAP.	TF 000-450-049		
		5 707 8	FIG. W. W.
all known to me and to me known acknowledgment that the same is their present.	to be the same person's who r free voluntary act and deed as	executed the forego well as the entity th	ing instrument and at they respectively
This instrument, consisting of written and has been signed by the par-	of three (3) pages including this ties hereto in each and every pag	s page wherein this ie hereof, refers to th	acknowledgment is a Agreement for
Amphelt Overlaying/Coorets Brgy. Balo, Fililla, Pinal	Meblocking (portion) e	f San Lorenzo S	ond
AND AND AND	enar his day of M	Y 28 2021 at Him	Provincial Capitol,
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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 May, 2021

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L EUSEBIO ACE DEVELOPMENT CORP. (that work may proceed on the Asphalt Overlaying/Concrete Reblocking (portion) of E. Tibay St., Brgs. Wawa, Pititla, 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

JUAN PAOLO MIGUEL E. MANLAPIT

04/27/2021 N 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 seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
L. EURENIC ACE DEVELOPERAT COMPONENTICE a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Family Gilly and berein represented by it Proprietor/President/General Manager, Julia Faul Hunter B. Manager of legal age, Filipin citizen, single/married, resident of Passis Gilly bereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panialawigan Ordinance No. 02, 4, 2021 namely:
Amphalt Overlaying/Comercte Hebleching (portion) of E. Tibay St., Bray. Name.
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 April 27, 2021. Thus accepted and binds itself to undertake the construction and completion of the above and infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of Eight Hillian Six Bundred 2155, 250, 250, 250, 250, 250, 250, 250, 2
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed with these simulated Twentyy 120 \ calendar days in accordance with the provisions of the Bo
Documents. Approved Plans, Program of Works and Specifications and supporting/related document which are integrated berewith and incorporated herein by way of reference, namely.
n. SP Ordinance No. G2, 5, 2021 b. Certificate of Avnilability of Funds c. Scope/Program of Work and Detailed Estimate
d, Drawing, Plans and Specifications c. Construction Schedule
Request for Expression of Interest g) Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h Bid Security
Addends and Supplemental Bulletins Notice of Award of Contract and the Contractor's Conformitythereto Record 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 unade 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 PESO Bight Militer and Burded Firsty Hims Thomas Server Server Descript Thrompson
Currency, in consideration of the construction and only upon completion of the histostructure work

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

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

- 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 TATO PERSON THE THE PERSON THE P
- 6 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty 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 reseind 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, bours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to:
- 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 daration of the contract, CONTRACTOR shall regularly present a tax elearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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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 2 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have becomes signed this Agreement thin ANGUNO, RIZAL MAY 7 5 2021 RIZAL PROVINCIAL GOVERNMENT L. HURRING ACK PRODUCED IT COFFOR TICE

PHYSICAL PROPERTY CONTRACTOR

DE GUZMAN

By:

REBECCA A. YNARES Governor.

WITNESSES

MA. VICTOR BE TEJADA

August 5, 2028

Manila

NOTARIAL ACKNOWLEDGMENT

ALEPHALIC OF THE PHILIPPINES) 188.

HON REBECCA A. YNARES

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

Name/Entity Valid ID Presented Date Place

Presport No. PR239281A

JULY PARTY MICHEL K. NAVIABLE 000-159-917

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

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

Apphalt Overlaying/Comorete Reblocking (portion) of E. Miny St., Bray.

brown, Pilille, Rinal

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Rost of Hillan Love, Fac. 1642 PAR LINESON MONDER TO STREET, FO MCLE Combination No.VI 0007881 Variot smill April 14, 2022

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L_EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Asphalt Overlaying Concrete Reblocking (portion) of Mataghak Feeder Road (Corner Manila East Road), Brgg. Ragumhayan, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor&

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

4317X

JUAN PAGLO MIGUEL E. MANLAPIT

CONSTRUCTION AGREEMENT 22

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized as existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capital Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE, and
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Panig City and herein represented by Proprietor/President/General Manager, Juan Faule Strutt E. Mallarit of legal age Fifipicatives, single/married, resident of Fanig City bereinafter referred to as CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed namely:

pursuant of the Sangguniang Paninkwigan Ordinance No. D2, S. 2024 namely: Amphalt Overlaying/Comercts Schlocking (portion) of Fatoghok Feeder Hood (Corner Herila Sent Road), Negr. Regumboyom, Fililla, Rical

NOW, THEREPORE, 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 Documents Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - n. SP Ordinance No. Oft. No. 2021
 - b, Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statuments contained in the winning biddet/s two (2) bidding envelopes
 - It Bid Security
 - L Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cnsh 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 Series NS311 on Four Empired Starty Three Thomsand Starty Survey. The Province of PESOS (P) 163 Set 77 (P) Pour Empire Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, 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.
- 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 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 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 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 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 forfeither in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

works is/are located			**************************************
115Y 2 3 20Z1 111	the parties have hereunto signe Antipole City INGONO, RIZAL	d this Agreement this	day of
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Eatity/Family Corporation			
By / //	By	5	
Proprietor Vanageries de apar	LUPET	EBECCA A YNARE Governor	S
1/20	WITNESSES	930	
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	OTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) S.S.		
BEFORE ME, a Notary Pub	bic for and in Antipolo City, per	monally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON RESECCA A YNARES	Parapart No. 98239281A	August 5, 2028	Marela
Just Paulo reguler E. 1981.19	YZ 000~159~917		
all known to me and to me known acknowledgment that the same is their present.			
This instrument, consisting of written and has been signed by the pur	of three (3) pages including this ties hereto in each and every pag		
Amphalt Overlaying/Concrete (Corner Hamila East Hood);	Heblocking (portion) o Hrgy. Hogumbayam, Pilil	f Hetaghok Feede Ing Haml	r Pond
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

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

Dear Engr Geronimo

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION that work may proceed on the Const. of Vuares Multi-Purpose Bullding (Tribal Hall) at Sitio Maholo, Brgs. Puray, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES Governor &

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder.

5-31-25M

04/27/2021 # 23

CONSTRUCTION AGREEMENT₂₃

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the and office address at Bodirians Proprietor/President/General Manager, Contract, single/married, resident of secont Contractor, Witnesseth, That,	e Republic of the u. Rinal 30.03 GERGIZA STIZMOU, Min	and and	berein berein	represent of legal referred	od by uge, Filip to as	its sino the
WHEREAS, the PROVINCE declar pursuant of the Sangganiang Panlalawigan (Ordinance No.	6.74	- COURT		marie y.	
Construction of Ymares Multi Pury Pursy, Scorigmen, Minel	one Building	(Tribel		d Ditio		negy.

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 April 27, 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the amount

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

- The whole works subject matter of this Agreement shall be completed within the little of Starty Earth (168) calendar days, in accordance with the provisions of the Hid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
 - a. SP Ordinance 188, 9, 2080
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Commet.
- Three Hillian Seven Sendred Fifty Four Transmit Contractor the amount of PESOS Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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- 4 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 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, 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 cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring limity may resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's 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 parry, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14 CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry. Arbitration Commission to resolved shall be

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referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 23 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anytail 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 counst of liquidated damages and restriction for the damages done of the forfeiture in favor of the government of any unmarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

the appropriate court of the city/mur works is/are located.	neighbor of the Province of Ri	and where the infrastr	ructure project or
IN WITHESS WHEREOF,	the purper have bereunto signe MGONOTRIZA.	d this Agreement this	a day of
COMER CONTROCTOR CONFIDENCE Entity/Firm/Corporation	TECH RIZAL P	ROVINCIAL GOVE	RNMENT
In goog	Ely	6	
Perprietor/Manager/President	R	Governor L	is .
1907	WITNESSES		
LOLITAN DE GEZMAN	.0	A VICTORIAN 3	EJADA
/ NO	TARIAL ACKNOWLEDGMI	ENT	
REPUBLIC OF THE PHILIPPINES	ss		
BEFORE ME, a Notary Publ	ic for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Primport No. P8239281A	August 5, 2028	Monito
GASEON OFFICERO	009-008-730		-
all known to me and to me known of acknowledgment that the same is their present.	in be the some persons who e free voluntary act and deed as	executed the foregoing well as the entity that	g instrument and they respectively
This instrument, consisting of scriften and has been signed by the puri	three (3) pages including this ies hereto is each and every page	page wherein this act benoof, refers to the A	knowledgment is agreement for
Countraction of Tenros Hult Bray, Purcy, Hedrigues, Ris	i Purpose Building (Tri	bal Holl) at #fi	do Habele,
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

MR. ARNEL M. GOTO

A.M. GOTO CONSTRUCTION
Binungonan, Rizal

Dear Mr. Goto:

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

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

Construction of 2-Storey Frares Multi-Purpose Building (Health Center/

Brgy. Annex Office) at N.V Dela Costa Homes V, Brgs. Burges, 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.

R. Car May

CONSTRUCTION AGREEMENT 241

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 scat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act but its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
A. N. SCHO CONSTRUCTION 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 himmens, Risal , and herein represented by it Proprietor/President/General Manager, ABREL R. COTC , of legal age, Filipin citizen, single-married, resident of Educations, Fiscal , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, 5, 2020 5 02, 6, 20 paniety.
Construction of 2 Storey Teares Multi Purpose Suilding (Health Center/Ergy. Amoun Office) at F. V. Deln Costa Homes V. Ergy Burgos, Hodrigues, Sisal
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 list April 27, 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 consideration of the amount of Three Hillian Six Bundbed Fifty Five Boundard Coverty Case peace 5 45/100 (P 3.457, 871,446). Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here bereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed with the European Thirty 55x (436) calendar days, in accordance with the provinces 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. 25, & 2020 & 02, 8, 2021
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications c. Construction Subedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidden's two (2) bidding envelopes
h. Bid Security L Addenda and Supplemental Bulleton
j. Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of Cush 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, if latter bereby 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
Stone Millian the Sentend Pictor Stone Champan Chich Sandard Secretar Sec.
Currency, in consideration of the construction and only upon completion of the infrastructure work unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in it 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. 2th

5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS _Con #1333.cm Ringsty 21x Theorem. Dandered.

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

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

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

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

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

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

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

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

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

A. W. GOTO CONSTRUCTION	RIZALI	PROVINCIAL GOVE	RNMENT
Emity/Firm/Corporation			
By: Lately	By:	6	
Proprietor/Manager/President	F	GOVERNOR &	S
1	and the residence	regression trail	
191	WITNESSES	λ	
LOLITA PLOBEUZMAN	li e	MA, VICTORIA B. T.	EIADA
,	OTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINE			
ANGUNO RIZA) S.S.		
BEFORE ME, a Notary Pr	iblic for and in Antipolo City, pe	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON RESECCA A YNARES	Passport No. P8239283A	August 5, 2028	Manda
60/50 A 10/20	-897-110-548-		
all known to me and to me know acknowledgment that the same is the present	u to be the same person/s who air free voluntary act and deed as	executed the foregoing yiell as the entity that	they respectively

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

Occupantiation of 2 Storoy Engree Fult: Purpose Building(Nealth Contex/Sirgy.

Annex Office) at M. V. dela Costa Bonca, V Brgy-Burgos, Redrigues, Binal

WITNESS MY HAND AND SEAL this	day of MAY 28 2021 a been sportingful Capitol.
如物的的, RIZAL	ATTY AHMS MAINE L. SANITOS
Duc No. 401 Pape No. 482 Hook No. 2	tor Angolio, District & Cardoni Seriary Him at
Senses 20 U	Edit Mallin No. 1846.
	SP Lifetime Marrows No. 016502 PC: MCLE Compliance No. VI-0007883

Vishel berill April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

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

Dear Ms. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to BIAMOND BLESSED CONSTRUCTION—that work may proceed on the Improvement of Fnures Multi-Purpose Covered Court at Greenbreeze Subd. Phase 2, Brgg. San Isidro, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor C

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Hidder:

W. W.

ORIA H. SAGUN

CONSTRUCTION AGREEMENT κ

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7163, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
DIAMOND BLESSED CONSTRUCTION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodrighez, Rizel , and herein represented by its Proprietor/President/ General Manager, MA. VICTORIA H. SAGUN , of legal age, Filipino citizen, single/married, resident of Rodriguez, Rizel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, s. 2020 namely:
Improvement of Ynares Multi-Purpose Covered Court at Greenbreeze Subd. Phase 2, Brgy. San Isidro, Rodriguez, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 April 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Three Hundred Sixty-Seven Thousand Two Hundred Twenty-One Pesos 3 46/100 (P_2,367,221.46), 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 Eighty-Six (86) 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, 9. 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes 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 comment to be made by the DROVINGS to the CONTRACTOR the

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Three Hundred Sixty-Seven Thousand Two Hundred Twenty-One Peeces
46/100 (P_2,367,221.46), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the 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 Seven Hundred Ten Thousand One Hundred Sixty
 Six Pesos & 44/100 (P_710,166.44)

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

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

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

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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 25 to resort to other alternative modes of disputes resolution.

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

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

works is/are located. IN WITHERE WHEREOF, the parties have hereunto signed this Agreement this _____ at Antipolo City.
ANGONO, RIZAL DIAMOND BLESSED CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: MA H. SAGUN REBECCA A. YNARES Governor & Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTENO RIZAL BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name/Entity Passport No. P8239281A August 5, 2028 HON, REBECCA A, YNARES Manila TIN NO. 193-083-270 MA. VICTORIA H. SAGUN 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: Improvement of Ynares Multi-Purpose Covered Court at Greenbreeze Subd., Phase 2, Brgy. San Isidro. Rodriguez, Rizal _day_of 11AY 2 8 2021 MY HAND AND SEAL this NOTARY PUBLIC for Angono, Binangonan & Cardona **TRE** all in the PROVINCE OF RIZAL Doc No. NOTARY PUBLICOSMOET 31, 200 Page No. Book No. PTR NO. MIZE Rizal Series 20 7/1.

Roil of Attorneys No. 69250 IBP Lifetime Member No. 016632 /Rizar MCLE Compliance No.VI-0007883 Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to
CSGER CONSTRUCTION CORPORATION that work may proceed on the
Construction of 2-Seater Comfort Room and Repair of Ynares Multi-Purpose
Building at Brgs. San Isidro and Brgs. Balite, Rodriguet, 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

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder.

GOL 7071

04/27/2021 # 26

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. 7163, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, herein referred to as the PROVINCE; and

CSGER CONSTRUCTION CORPORAT	TON a sole pro	oprictorship/priva	ate corporation, duly
organized and existing under the laws of and office address at <u>Rockriss</u> Proprietor/President/ General Manager,	ez, Rizel	and berein	
citizen, single/married, resident of			referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sunggimiang Panlahwigan Ordinance No. 23, s. 2020/02, s. 2021 namely.

Construction of 2-Seater Comfort Hoom and Repair of Ynares Multi-Purpose Building at Brgy. San Isidro and Brgy. Belite, Rodriguez, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last 27 April 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the Hillion One Hundred Forty-Three Thousand Sixty-Seven Posco 6 66/100 (P. 1,143,067,64), Philippine Currency.

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

- The whole works subject matter of this Agreement shall be completed within One Handred Thirty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

 1. The whole works subject matter of this Agreement shall be completed within One Handred Thirty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No 23, s. 2020/02, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d Drawing Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 One Hillion One Bunched Forty-Three Thousand Sixty-Seven Pages 5 64/100

 (P 1,143,057.64), Philippone
 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.



14

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 Hundred Porty-Two Thousand Plans Hundred Twenty Posco 4 29/100 (P.342, 920, 29)

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period:
- 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 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 Role XXII of Republic Act No. 9184 states as follows, to wit:

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

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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 96 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 comist 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 Rural where the infrastructure project or works isfare located.

IN WITNESS WHEREOF, the parties have become vigned this Agreement this day of ALMONOMO CON ZAL RIZAL PROVINCIAL GOVERNMENT CSGER CONSTRUCTION CORPORATION Entity/Firm/Corporation By. RESECCA A. YNARES Governor & WITNESSES MA VICTORIA B TEIADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) 15.5. WHEREIN FOR LLAND. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name/Entity HON RESECCA A VNARES Passport No. PR239281A August 5, 2028 Manite CARLOS CERONIMO TIN NO. 009-082-732 present.

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

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

Construction of 2-Sester Confort Hoom and Repair of Ymeres Multi-Purpose Building at Brgy. Sam Isidro and Brgy. Balite, Rodrigues, Risal

DITA WITNESS MY HAND AND SEAL this	day of INY 2.07 2021 at the State Free meant Coppins
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WILLIE TO	HIP HE FROM THE GRADER
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Scries 20 U	Political American disense
	SP Challes My Too II. U(6037/P) L
	WELE Compliance No. VI-0007865 Valid until April 14: 2023



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION that work may proceed on the Repair/Repainting of 2-Storey Traces Multi-Purpose Bidg. (Brgy. Hall), Brgy. Balite, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature
Name of the Representative of the Bidder

MAGO.

04/27/2021 # 27

CONSTRUCTION AGREEMENT 27

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

CSGER CONSTRUCTION CORPORATI organized and existing under the laws of and office address at Rockrigs	the Republic of the Phil sen, Rizol	and herein	incipal place of	by its
Proprietor/President/General Manager, citizen, unglo/married, resident of CONTRACTOR, WITNESSETH, That,	Rockiguez, Rizel	hereinafter	referred to	as the
WHEREAS, the PROVINCE dec pursuant of the Sangguniang Paulalawigan	dures that certain infras n Ordinance No. 02,	tructure works	should be cons	tructed in only.

Repeir/Happinting of 2-storey Yascew Multi-Purpose Railding (Brgy. Hall), Brgy. Belite, Rodriguez, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 Arcil 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the Hillion Two Parallel Thirty-free Thousand Six Hundred Pifty-Two Person 5 05/100 (P 1, 231, 632.05). 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 Agroement shall be completed within One Barrived Sixty-Three (163) 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. 02, 9, 2021
 - b. Certificate of Availability of Funds
 - c. Scopu/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract,
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 One Hillien The Handred Thirty-Crus Thousand Six Handred Fifty-Two Pasos

 (P. 1, 251, 652, 05). Philippine

 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a comment 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;

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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 Theor Hundred Staty-Nine Thousand Four Hundred Hiperty-Five Pesos & 62/100 (P 369,495.62)

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's 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 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 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 matual 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 may 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 forfciture 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 CSGER CONSTRUCTION OURFORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: REBECCA A. YNARES Proprietor/Munager/President WITNESSES MA, VICTORIA E TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Dute Place Name/Entity Passport No. P8239281A HON RESECCA A YNARGS August 3, 2028 Manila III: NO. 008-082-0732 CARLOS GERONIMO

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, rafers to the Agreement for

Repeir/Repeinting of 2-storey Ynames Hulti-Purpose Building (Ergy. Holl), Bray. Belite, Ecdriques, Pisel

WITNESS MY HAND AND SHAL this	day of JAY 2 is 2021 , at Rical Provincial Capitol
tipole City	10 100

Antipoto City

Page No. 109

Series 20 M

NOTARY PUBLIC

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 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 4-Storey, 8-Rooms Frares School Building
at Muzan Elem. School, Brgg. Muzan, 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

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder.

P. 437 JOAN

LAURO M. UBIADAS

04/27/2021 # 28

CONSTRUCTION AGREEMENT 70



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	ınd
existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capit	
Circumferential Road corner P. Oliveros St., Bigy. San Roque, Antipolo City, represented in this act	þу
its GOVERNOR, HON REBECCA A. YNARES, berein referred to as the PROVINCE; and	

KIT UBIADAS CONSTRUCTION CORPOR					
organized and existing under the laws of t	and the same of th	78-99 1 2		represented	
and office address at <u>Simment</u> Proprietor/President/ General Manager				of legal age	
	dintagones, Hizel		hereinafter	referred to	as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlahwigan Ordinance NorlPSE Rus. #6, 2, s. 2021 namely.

Construction of 4-storey, 6 rooms Yeares School Building at Hasto Hissontory School, Brgy. Pason, Taytny, Bizzl

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 April 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 Twenty-Three Hillion Seven Hundred Eleven Thousand One Hundred Eleven Person 5 03/100 (P 23,711,184.03). Philippine Currency

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

- The whole works subject matter of this Agreement shall be completed within Two Hundred Sixty (260) 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:

 Output

 Description:
 - a SP Ordmance No. RPSB Rage. No. 2, p. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate.
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s (wo (2) bidding envelopes
 - h Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto.
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Toropty-Three Million Seven Burdred Eleven Thousand One Suprimed Eighty-Four Pesos & 03/100 (P 23,711,184,05), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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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 thin Contract; 28

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Million One Hundred Thirteen Thousand Theree Handred Pitty-Pive Pesos & 21/100 (P 7,113,355,21)

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVENCE,
- 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 case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract 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 arrang 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 28 to resurt to other alternative modes of disputes resolution.

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Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the 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 t Antipolo City ANGONO, RIZ		ed this Agreement t	hisday of
ON HOTTOMERS CONSTRUCTION COM	PORATION	RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		SHOWNE		ATIVERRASE
By: 0 0 1		By:	2.	
TAIMO N. UBTADAS			EBECCA A. YNA	nue
Proprietor/Manager/President		ী	Governor 3	N.C.O.
2	N. III.	neget t		
1	WITE	ESSES	,	
///	200	7223	96	SECTOR
FOFILK B. DICEIN	AN _	M	L VICTORIS B. T	EJADA
1 8	OTARIAL ACK	NOWLEDGM	TENT	
exemple of the particular of t	8.S.			-was =
HEFORE ME, a Notary Pr	ablic for and in An	tipolo City, pe	rsonally appeared th	e following
Name Entity	Valid ID	Presented	Date	Place
HON REBECCA A. YNARES	Passport No.	P8239281A	August 5, 2028	Manilu
LAUNO NA MELADAS	TIN NO. O	08-410-689		
all known to me and to me know acknowledgment that the same is the present.				
This matriment, consisting written and has been signed by the p				
Construction of 4-storey, School, Srgy. Muses, Tayte		School But	liding at Avron	Elementery
			TAY 2 6 2021	
WITNESS MY HAND AND	SEAL this	_day of		Provincial Capitol,
Antipolo City Z			ALLY AND	IN MAJATE IL SANTI
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Book No. 4			NOTARY PER	11116

Series 20 M



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 May, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman

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

Construction/Improvement of Perimeter Fence at Ahayad Elem. School, Brgs. Dalig. Teresa. Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governors

I acknowledge receipt of this Notice on:

S-311-7071

Authorized Signature

Name of the Representative of the Bidder.

RENATOC, VILLAROMAN

CONSTRUCTION AGREEMENT 29

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON RESECCA A. YNARES, herein referred to as the PROVINCE; and
	LARD BUTLDERS a sole proprietorship/private corporation, duly
	organized and existing under the laws of the Republic of the Philippines, with principal place of histiness and office address at Barps, Rizel and beroin represented by its Proprietor/President/General Manager. RENATO VILLARONAL of legal age, Filipino entizen, single/married, resident of Derse, Rizel bereinafter referred to as the CONTRACTOR WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 8PSB Res. No. 6, s. 2020 namely.
	Construction/Improvement of Perimeter Pence et Abuyod Elementery School, Brgy. Dolig, Teress, 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 Bird in a public bidding held last 27 April 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 Tso Million Seven Bundred Minety-Three Thousand Seven Bundred Sixty-Five Peeos 6 52/100 (P 2, 793, 765, 52), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:
9	1. The whole works subject matter of this Agreement shall be completed within Com/lumdred/Twenty-Twe (122) calendar days, is 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. RPSE Hes. No. 5, s. 2020
	b. Certificant 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 maned in accordance to the Rules and Regulations implementing R.A. No. 9184

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

The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Two MITHON Seven Hundred Minety-Three Thousand Seven Hundred Sixty-Five Peeos 5-52/100 (P_2,793,765,52). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementus 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 PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Two MITHOUT PESOS.

The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS.

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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 Eight Handred Thirty-Eight Thousand One Burdred Transpelline Press 5 56/100 (P 838,129.66)

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, 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 tempertively 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 arrang 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

and the second

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 79 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/indertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9182, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restriction for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

LARD BUILDERS Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOVE	RNMENT
By: Ø	By	-5	
Propress Manager/President	RO	Governor®	s
leer	WITNESSES		
LOLITAN DEGUZMAN	16	IA VICTORIA B T	AGAL
	OTARIAL ACKNOWLEDGMI	ENT	
REPUBLIC OF THE PHILIPPING	S)) S S		
BEFORE ME, a Notary Pu	blic for and in Antipolo City, per	smally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Pasuport No. P82392KI A	August 5, 2026	Manda
REMATO VILLARONAN	TIN NO. 119-041-448		

id: ly.

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/Improvement of Perimeter Fet Brgy. Delig, Terese, Sizel	sce at Abuyod Elementary School,
WITNESS MY HAND AND SEAL (B): Amposo Con Zu. Doc No. Fit. Page 190 169 Book No. Z. Sesues 20 44	HOY AREA TO THE TOTAL OF STATE



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 May 2021

MR. JUAN PAOLO MIGUEL E. MANLAPIT
L. EUSEBIO ACE DEVELOPMENT CORP.
Pusig 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 Concrete Reblocking (portion) of Filipinas Ave., Barangay Dulumbayan, 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. VNARES

acknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder.

JUAN PAOLO MIGUEL E. MANLAPIT

CONSTRUCTION AGREEMENT 3/

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 RESECCA A YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of and office address at Proprietor/President/ General Manager, citizen, single/married, resident of CONTRACTOR WITNESSETH, That	Pasic City JUAN PAULD ME Pasis City	OUEL E. H	herein AMAPIT bereinafte	represented , of legal age,	by its Filipino as the
WHEREAS, the PROVINCE of pursuant of the Sanggamiang Panlalawig	fectures that certain gan Ordinance No.	onfrastructu 05, ₹.	re works si 2021	hould be constr name	

Concrete Reblocking (portion) of Filipines Ave., Berrnssy Dulumbeyen, Tuross, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>21 April 2021</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six Nillien Five Hundred Seventy-Six Thousand

Hinsty-Four Resear \$ 13/100 (P 5.275.094.13.) Philippine Currency

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

The whole works subject matter of this Agreement shall be completed within
 One Handred Twenty (120) calendar days, in accordance with the provisions of the Bid
 Documents, Approved Plans, Program of Works and Specifications and supporting/related documents
 which are integrated herewith and incorporated herein by way of reference, namely:

- a SP Ordinance No. 05, #. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications.
- c. Construction Schedule
- f Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the witning bidder/s two (2) bidding envelopes
- h. Rid 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 Centract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Million Five Burdred Seventy-Six Thousand Binety-Four Peros 4 13/100 (P 5,576,094.13). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. One MILLION Whos Handred Seventy-The Thousand Eight Hundred Trenty-Eight Pesos & 24/100 (P 1,972,829.24)
 Philippine Currency, in the form of Performance liquid 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 us 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 Art 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 research or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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referred thereto. The process of arbitration under the foregoing law shall be assumed part of this 30.

Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing 30. 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 focuments 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 count of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have becomes signed this Agreement this day of at Antipolo City ANGONO, RIZA. L. EUSEBIO ACE DEVELOPMENT RIZAL PROVINCIAL GOVERNMENT CORPORATION Entry/Firm/Corporation By Bx REBECCA A. YNARES JUNN PAULO MIGHT E. MANLAPITY Governor 1 Proprietor/Managgf/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) MATORODORCHEN-) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name/Entity: Anunist 5, 2021 HON REBECCA A YNARES Passport No. PR239281A Munife JUAN PAULO MIGUEL E. NANLAPIT TIN NO. 000-159-917 all known to me and to me known to be the same person's who executed the foregoing instrument and prosent

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

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

Concrete Reblocking (portion) of Filipines Ave., Berengey Dulumbeyen, Terese, Dien's

nesoa		
WITNESS A	MY HAND AND SEAL INS	day of MAY 2.8 2021, at Right Property Commit
Dec No. 102 Page No. 103. Hook No. 2 Senses 20,24	9	NOTARY PURISE CHARGE IN THE PROPERTY PURISE CHARGE IN THE PURISE CHARGE
		With the American No. VI 0007883

While cyllid Agest 46: 2020