

NOTICE TO PROCEED

07 September, 2023

MR. JUAN PAOLO MIGUEL E. MANLAPIT L'EUSEBIO ACE DEV'T CORP. Pasig City

Dear Mr. Manlapit

The attached Contract Agreement having been approved, notice is hereby given to L.EUSEBIO ACE DEV'T CORP, that work may proceed on the Asphalt Overlaying with Concrete Reblocking of A. Ibañez St., Brgy. San Vicente, Angono, Rizal effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

NINA RICCIA. YNARES

Governor L

I acknowledge receipt of this Notice on:

9.8.23

Authorized Signature:

Name of the Representative of the Bidder

JUAN PAOLO MIGEEL E. MANLAPIT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

| L. EUSEBIO ACE DEVELOPMENT CI | RPCRATION, a solo | proprietorship/private corporation, duly |
|--|----------------------------|--|
| organized and existing under the laws | of the Republic of the Phi | and herein represented by its |
| The same of the sa | PART PART OF BUILDING | E. MANEAPIT of legal age, Filipino, hereinafter referred to as the |
| CONTRACTOR. WITNESSETH, The | at, | |

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 16, 8, 2023 ______namely:

Asphelt Overleying with Concrete Reblocking of A. Ibanez St., Brgy. Sen Vicente, Angono, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>August 10. 2023</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Wine Million Five Handped Twenty-Five Thousand Six</u>

**Handped Person & 32/100 (P 9,525,600,32), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within https://doi.org/10.20 calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 16, 9, 2023
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. 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 Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 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 Nine Million Five Hundred Twenty-Five Thousand Six Hundred Peros 6 32/100 (P_9,525,600,32).

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



- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million Fight Bundred Fifty-Source Thousand Six Hundred Fighty Pegos & 10/100 (P 2,857,680.10)

 Philippine Currency, as a measure of guarantee for the faithful 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 be 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 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 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 suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this EP 0 / 2022 hay of at Antipolo City.

Antipolo City.

L. EUSEBIO ACE DEVELOPMENT
COPPORATION

Entity/Firm/Corporation

By:

JUAN PAULO MIGUEL E. MANILAPIT
Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOGIATION, Rizal) S.S.

BEFORE ME, a Notary Public for and im Action Righty, personally appeared the following

Name/Entity Valid ID Presented Date Place
HON, NINA RICCI A. YNARES Present No. P7689056B September 24, 2031 Manila
JUAN PAULO MIGUEL E. MANIAPIT 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 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:

Asphalt Overlaying with Concrete Reblocking of A. Ibenez St., Brgy. San Vicente, Angono, Rizel

WITNESS MY HAND AND SEAL this EP 0 / 2023 day of ______ at Rizal Provincial Capitol, Antipolo City.

Doc No. 2-73
Page No. 56
Book No. 2
Series 20 23

ATTY, ANNA MARIEL. SANTOS
NOFARY REPUBLIC
for Angeno, Binarigonan & Cardona
all in the PROVINCE OF RIZAL
Valid until December 31, 2023
Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MS, LAURA L. MARRON L.L. MARRON CONST. & TRADING Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONST. & TRADING—that work may proceed on the Asphalt Overlaying With Concrete Reblocking of Seminary Road, Brgy. Dela Paz, Antipolo, City effective—September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

NINA RICCYA, YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

LAURA L. MARRON

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

| L.L. MARRON CONSTRUCTION & TR organized and existing under the laws of and office address at Binang | the Republic of the Philippine onen, Rizel , and | s, with principal place of business herein represented by its of legal age, Filipino |
|---|---|--|
| Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That, | Binangonan, Rizal | hereinafter referred to as the |

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 16, s. 2023

Asphelt Overlaying with Concrete Reblocking of Seminary Road, Brgy. Dela Pez, 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 August 10, 2023 , 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 eight Hundred Sixty-Four Thousand Four (P 2,854,612,59), Philippine Currency. Four Hundred Twelve Pesos & 59/100

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

- 1. The whole works subject matter of this Agreement shall be completed within (_80_) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - SP Ordinance No. 16, 9, 2023
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. 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 Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto
- 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 Eight Hundred Sixty-Four Thousand Four Hundred Twelve Pesos 3
 59/100 (P 2,864,412.59 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Eight Hundred Fifty-Nine Thousand Three

(P 859, 323, 78 Hundred Twenty-Three Pesos & 78/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 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 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 2 to resort to other alternative modes of disputes resolution.

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

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

L.L. MARRON CONSTRUCTION & TRADING

Entity/Firm/Corporation

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCEA. YNARES Governor L x

WITNESSES

NOTARIAL ACKNOWLEDGMENT

THE PRINTIPPINES) REPUBLIC OF ANTIPOLO CT

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

Name/Entity

Valid ID Presented

Date

Place

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

LAURA L. MARRON

TIN NO. 236=059=376

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:

Asphalt Overlaying with Concrete Reblocking of Saminary Road, Brgy. Dels Paz, Antipolo City

WITNESS MY HAND AND SEAL this Capitol, Antipolo City.

280 Doc No. Page No.

Book No.

Series 20 27

day of

ATTY, ANNA MARIE L'SANTOS NOTARY PUBLIC)

for Angung Strangering & Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2023

Adm. Matter 22-002

PTR No. 18329923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 ISP Lifetime Member No.016832 / Rizal MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MR. JUAN PAOLO MIGUEL E, MANLAPIT LEUSEBIO ACE DEV'T CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L.EUSEBIO ACE DEV'T CORP. that work may proceed on the Asphalt Overlaying with Concrete Reblocking of M. Golla St., Brgy. Mabini, Baras, Rizal

effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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 your

NINA RICCIA, YNARES

Governor L

I acknowledge receipt of this Notice on:

Authorized Signature:

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

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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. NINA RICCIA. YNARES, herein referred to as the PROVINCE; and

| L. BUSRBIO ACE DEVELOPMENT OF | ORPORATION, a sole pr | coprietorship/priv | ate corporation, duly |
|---|-----------------------|--------------------|---|
| organized and existing under the laws of and office address at Pasia C | t ty | and herein r | epresented by its |
| Proprietor/President/General Manager, citizen, single/married, resident of | AMAN PAULO MIGUEL | | legal age, Filipino 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. 16, 8, 2023 namely:

Asphelt Overlaying with Communete Reblocking of M. Golle St., Brgy. Mebini, Bares, 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 August 10, 2023 ____, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six Million Four bundled Fourteen Thousand Two Bundled Bundled Fourteen Person 12/100 (P. 5, 616, 227, 12), 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 One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 16, e. 2023
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. 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 Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 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;

| Six | 3. The PROVINCE hereby covenants to put Hillian Four Hundred Fourteen Thouse | ly the | CONTRAC b Hundred | TOR the | amount Seven P | of Pi | SOS |
|-----|--|--------|----------------------|---------|-------------------|-------|-----|
| | 12/100 | | | /D 13-5 | 10.291. | 12 | - 1 |

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 One Million Nine Hundred Twenty-Four Thomsand Two Fundamed Elgioty-Nine Pesos & 14/100 (P_1,924,289,14)

 Philippine Currency, as a measure of guarantee for the faithful 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

Without prejudice to administrative 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 of Antipolo, with the exclusion of any other courts. SEP 0 / 2023

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

L. EUSERIO ACE DEVELOPMENT CORPORATION

Entity/Firm/Corporation

By:

By:

JUAN PAULO MIGUEL C. MANLAPIT Proprietor/Manager/President

NINA RICCI A. YNARES

RIZAL PROVINCIAL GOVERNMENT

Governor L >

WITNESSES

A B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHIL ANTIPOLOADONO.) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

THAT PARED MIGHEL E. MANLAPIT TIN NO. 000-159-917

All known to me and to me known to be the same person/s who executed the foregoing instrument and 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:

Asphalt Overleying with Communic Reblocking of M. Golle St., Brgy. Mabini, Beres, Lesis

WITNESS MY HAND AND SEAL this 1 1 2023 day of Capitol, Antipolo City.

aac Doc No. Page No. Book No.

Series 20 23

ATTY, ANNA MARIÈLL

Valid until December 31, 2023

Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Rall of Attorneys No. 69250

IBP Litetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MR. JUAN PAOLO MIGUEL E. MANLAPIT L.EUSEBIO ACE DEV'T CORP. Pasig City

Dear Mr. Manlapit

The attached Contract Agreement having been approved, notice is hereby given to L.EUSEBIO ACE DEV'T CORP. that work may proceed on the Asphalt Overlaying With Concrete Reblocking of Road at Sitio Mambog, Brgy, San Jose, Baras, Rizal

effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

NINA RICCIA. YNARES

Governor L

I acknowledge receipt of this Notice on:

9.823

Authorized Signature:

Name of the Representative of the Bidder:

JUAN PAOKO MÍGUEL E. MANLAPIT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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. NINA RICCI 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 Parig City and herein represented by its Proprietor/President/General Manager, JUAN PAULO MIGUEL E. MANIAPIT, of legal age, Filipino citizen, single/married, resident of Parig City hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 16, \$, 2023 namely:

Asphalt Overlaying with Conscrete Rebicaling of Read at Sitio Membeg, Borgy. Sen Jose, Barse, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last __August_10, 2023 ___, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Fight Hundred Fight Thousand Eight Hundred Fight Thousand Eight Hundred Fight Outrency.

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 (30) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 16 2023
 b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. 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 Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
 Three Million Eight Hundred Eight Thousand Eight Hundred Fifty-Three Peros
 8 60/100 (P 3,808,853,60).

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million One Hundred Forty-Two Thousand Six Hundred Fifty-Six Pesos \$ 08/100 (P 1,142,656.08)

Philippine Currency, as a measure of guarantee for the faithful 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this [] [] Wasy of at Antipolo City. L. EUSEBIO AGE BEVELOPMENT RIZAL PROVINCIAL GOVERNMENT CORPORATION Entity/Firm/Corporation By: NINA RICCIA, YNARES JUAN PAULO MIGHEL/E/ MANLAPIT Governor L X Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY Rivel BEFORE ME, a Notary Public for a Adigo Antipital City, personally appeared the following Place Date Valid ID Presented Name/Entity HON, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila JUAN PAULO MEGUEL E. MANLAPIT TTN NO. 000-159-917 All known to me and to me known to be the same person/s who executed the foregoing instrument respectively present.

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

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:

Asphalt Overlaying with Concrete Reblocking of Road at Sitio Mambog, Brgy. San Jose, Baras, Rizal

WITNESS MY HAND AND SEAL this SEP DIGEOUS Capitol, Antipolo City.

Doc No. Page No. Book No. Series 20 23

ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC for Angdid Pleaspropung Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002 PTR No. 18928923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MS, LAURA L. MARRON L.L. MARRON CONST. & TRADING Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONST. & TRADING—that work may proceed on the Concreting With Side Protection and Drainage System of Teodora St., Sitio Gupiing, Brgy. Lunsad, Binangonan, Rizal effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

NINA RICCIAL YNARES Governor L

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder.

LAURA L. MARRON

KNOW ALL MEN BY THESE PRESENTS:

| This AGREEMENT made and entered into by andbetween: |
|---|
| 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. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and |
| L.L. MARRON CONSTRUCTION & TRADING , 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>Binangonan</u> , Rizal , and herein represented by its Proprietor/President/General Manager, <u>LAURA L. MARRON</u> , of legal age, Filipino citizen, single/married, resident of <u>Binangonan</u> , Rizal , 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. 16, 2, 2023 namely: |
| Concreting with side Protection and Drainage System of Teodora St., Sitio Cupiing, Ergy. Lamsad, Binangonan, 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 August 10, 2023, 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 Million Four Hundred Twenty-Two Thousand Ninety Six Pesos 8 22/100 (P 7,422,096,22), Philippine Currency. |
| NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: |
| 1. The whole works subject matter of this Agreement shall be completed within the forty (140) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely: |
| a. SP Ordinance No. 16, #. 2023 |
| b. Certificate of Availability of Funds |
| c. Scope/Program of Work and Detailed Estimate d. 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 Bulletin Notice of Award of Contract and the Contractor's Conformity thereto |
| 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 Seven Million Four Hundred Twenty-Two Thousand Ninety-Six Pesos & 22/100 |

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;

(P 7,422,0%,22

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million Two Hundred Twenty-Six Thousard Six Hundred Twenty-Eight Pesos & 87/100 (P 2,226,628,87)

Six Hundred Twenty-Eight Pesos & 87/100 (P 2,225,628,87)

Philippine Currency, as a measure of guarantee for the faithful 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 17 11 107day of at Antipolo City.

| L.L. MARRON CONSTRUCTION & TRADING Entity/Firm/Corporation | RIZAL PROVINCIAL GOVERNMENT |
|---|----------------------------------|
| By: AMerron | Ву: |
| LAURA L. MARRON Proprietor/Manager/President | NINA RICCIA. YNARES GOVERNOR L X |
| /sg/ | TNESSES |
| LOLITA B. DE GUZMAN | MA. VICTORIA B. TEJADA |
| NOTARIAL A | CKNOWLEDGMENT |

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITATIONO, RIZAL) S.S.

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

Place Date Valid ID Presented Name/Entity HON, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila LAURA L. MARRON TIN NO. 236-059-376

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:

| Concreting with side Protection and Drainage Syst Gupiing, Brgy. Lumsad, Binangonan, Rizal | em of Teodora St., Sitio |
|---|--|
| WITNESS MY HAND AND SEAL this Capitol, Antipolo City. | Angono Rizarial |
| Doc No. 281 Page No. S8 Book No. 2 Series 20 22 | ATTY. ANNA MARIE L. SANTOS NOTARY PUBLIC for Angano Bhangari H. Cardona all in the PROVINCE OF RIZAL |
| 0 | Valid until December 31, 2023 Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Riz: |

Roll of Attorneys No. 69250 ISP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MS. LAURA L. MARRON L.L. MARRON CONST. & TRADING Binangonan, Rizal

Dear Ms. Marron

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONST. & TRADING—that work may proceed on the Construction of Roadway Lightings at Brgy. Libid, Brgy. Lunsad and Brgy. Libis, Binangonan, Rizal effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

NINA RICCYA. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

LAURA L. MARRON

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

| THIS POREEWENT ITHIO had consider the by many | |
|--|-------------------|
| The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organize and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. NINA RICCIA. YNARES, herein referred to as the PROVINCE; and | UL, |
| L. L. MARRON CONSTRUCTION & TRADING , a sole proprietorship/private corporation, du | ily |
| organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Binangonen, Rizel and herein represented by Proprietor/President/General Manager, LAURA L. MARRON of legal age, Filiping citizen, single/married, resident of Binangonen, Rizel hereinafter referred to as to CONTRACTOR. WITNESSETH, That, | its no |
| WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 16, * 2023 namely | in y: |
| Construction of Roedway Lightings at Brgy, Libid, Brgy, Lunsed and Brgy, Libis, Binangonan, Rizal | |
| WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competer to undertake the above said infrastructure works, has been declared as the Lowest Calculated Response Bid in a public bidding held last | ive ike the |
| Minety-One Pesos 8 30/100 (P5,405,191,30), Philippine Current | У. |
| The whole works subject matter of this Agreement shall be completed with Sixty-Four (64) calendar days, in accordance with the provisions of the I Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integral. | s of the |
| herewith and incorporated herein by way of reference, namely: | |
| a, SP Ordinance No. 16, s. 2023 | |
| b. Certificate of Availability of Funds | |
| c. Scope/Program of Work and Detailed Estimate | |
| d. 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 Bulletin | |
| Notice of Award of Contract and the Contractor's Conformity thereto | |
| 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 sub- of this Agreement in conformity with the province of the Contract; | the |
| 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PES | ios 0 |

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;

(P5,405,191,30

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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;
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Nine Hundred Twenty=One Thousand (P1,921,557,39 Five Rundred Fifty-Seven Pesos & 39/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with
- the Bidding Documents; 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 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 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

period;

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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT L.L. MARRON CONSTRUCTION & TRADING Entity/Firm/Corporation By: By: NINA RICCI A. YNARES LAURA L. MARRON Governor L & Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
ANTIPOLO (RIGORO, RIZE)
) S.S.) S.S. BEFORE ME, a Notary Public for and in Antipolicality, personally appeared the following Place Date Valid ID Presented Name/Entity September 24, 2031 Manila Passport No. P7689056B HON NINA RICCI A YNARES TIN NO. 236-059-376 LAURA L. MARRON 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 Roedway Lightings at Brgy. Libid, Brgy. Limsed and Brgy. Libis, Binengonen, Rizel AUTOGAR Provided in Capitol, Antipolo City. Doc No. NOTARY PUBLIC Page No. GP Book No. Series 20 33 Valid until December 31, 2023

Adm. Matter 22-002
PTR No. 18928923/ January 3, 2023 / Rizel
Roll of Attorneys No. 69250
IBP Lifetime Member No.016832 / Rizel
MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MR. JUAN PAOLO MIGUEL E, MANLAPIT L'EUSEBIO ACE DEV'T CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L.EUSEBIO ACE DEV'T CORP, that work may proceed on the

Construction of Roadway Lightings and Construction of Area Lightings at Brgy. Darangan/Brgy. Macamot, Brgy. Tatala and Brgy. Palangoy, Binangonan, Rizal effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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 you

NINA RICCI A. YNARES

I acknowledge receipt of this Notice on:

9.8-23

Authorized Signature:

Name of the Representative of the Bidder

JUAN PAOLO MIGUEL E. MANLAPIT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

| L. EUSERIO ACE DEMELOPMENT 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 Paris City and herein represented by its Proprietor/President/General Manager, JUAN FAULD MIGUEL E. MANLAPIT, of legal age, Filipino citizen, single/married, resident of Paris City hereinafter referred to as the CONTRACTOR. WITNESSETH, That, |
| WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 16, 9, 2023 |
| Construction of Roadway Lightings and Construction of Area Lightings at Brgg Darangen/Bray. Nacemot, Brgy. Tatala and Brgy. Palangoy, Binangonan, 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 August 10, 2023 , 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 Eight Million Six Hundred Eighty-One Thousand Nine |

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 (100) calendar days, in accordance with the provisions of the Bid One Hundred Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 16, s. 2023
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. 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

Peggs & 65/100

- i. Addenda and Supplemental Bulletin
- Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Million Six Hundred Eighty-One Thousand Nine Pesos 5 65/100

(P 8,681,009.65

), Philippine Currency.

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 Two Million Six Hundred Four Thousand Three Hundred Two Pesos 8 90/100 (P_2,604,302,90)

Philippine Currency, as a measure of guarantee for the faithful 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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



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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

SEP B 1 2023 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City.

L. EUSEBIO ACR DEVELOPMENT CORPORATION RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

JUAN PAULO MIGUEL E. MANLAPIT

Proprietor/Manager/President

Bye

NINA RICCI & YNARES

Governor L x

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CHENO, Rizal

BEFORE ME, a Notary Public for and inclassificality, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

JUAN PAULO MIGUEL E. MANLAPIT

TIN NO. 000-159-917

All known to me and to me known to be the same person/s who executed the foregoing instrument and 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 Roadway Lightings and Construction of Area Lightings at Brgy. Decangen, Brgy. Macamot, Brgy. Tatale and Brgy. Palangoy, Binangonan, Rizal

WITNESS MY HAND AND SEAL thin [] 107 Hay of Capitol, Antipolo City.

. At Right Prolitonial

Doc No. Page No.

Book No. Series 20 23 ATTY. ANNA MARK L. SANTOS NOTARY PUBLIC Valid until December 31, 2023

Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizel Roll of Attorneys No. 69250

IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MR. JUAN PAOLO MIGUEL E. MANLAPIT LEUSEBIO ACE DEV'T CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to LEUSEBIO ACE DEV'T CORP, that work may proceed on the Const. of Roadway Lightings at Brgy, San Carlos and Brgy, Pag-Asa, Binangonan, Rizal effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

NINA RICCIA. YNARES

Governor L

I acknowledge receipt of this Notice on:

9.8-23

Authorized Signature:

Name of the Representative of the Bidder:

JUAN PAOLO MIGUEL E. MANLAPIT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

| L. EUSEBIO ACE DEVELOPMENT CORPOR | ATION , a sole | proprietorship/p | rivate corporation, duly |
|--|-----------------|------------------|--------------------------|
| organized and existing under the laws of the R and office address at Pasig City | | and herein | represented by its |
| Proprietor/President/General Manager, IIIAN | PATIEO MEGLIES: | E. MARIAPTE | or tegar age, ruthmo |
| citizen, single/married, resident of | Peris City | hereina | fler referred to as the |

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 16, 5, 2023 namely:

Construction of Roadway Lightings at Brgy, Sen Carlos and Brgy, Pag-Ass, Binangonan, 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 Appurt 10, 2023, 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 Million Thenty-Four Thousand Seven Hundred Six.

Pages 6, 73/100 (P.7.024, 706, 73), 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 Eighty-Eight (BB) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 16, s. 2023
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. 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 Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto

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

 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Million Twenty-Four Thousand Seven Hundred Six Peros & 73/100

(P 7,024,706,73

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 Two Million One Hundred Seven Thousand Four Paymored Two law Pesos & 02/100

Philippine Currency, as a measure of guarantee for the faithful 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

d

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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. SEP 0 | 7023 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City.

| Lie | EUSERIO | ACIE | DEVETOSMENT | COR | PERMITON |
|-----|---------|---------|-----------------|-----|----------|
| | E | itity/F | irm/Corporation | 0 / | 4 |

By:

JUAN PAULO MIGUEL

By:

NINA RICCIA, YNARES

RIZAL PROVINCIAL GOVERNMENT

Governor L x

Proprietor/Manager/President

WITNESSES

LOLITA BODE G

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

Angono, Rizal

BEFORE ME, a Notary Public for and incoming appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

JUAN PAULO MIGUEL E. MANLAPIT

TIN NO. 000-159-917

All known to me and to me known to be the same person/s who executed the foregoing instrument and 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 Roedway Lightings at Brgy. San Carlos and Brgy. Pag-Asa, Binengonen, Rizel

WITNESS MY HAND AND SEAL this Capitol, Antipolo City.

Doc No. Page No. Book No. Series 20 73.

ATTY. ANNA MARIE L. SANTOS all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MR. JUAN PAOLO MIGUEL E. MANLAPIT LEUSEBIO ACE DEV'T CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to LEUSEBIO ACE DEV'T CORP, that work may proceed on the Construction of Roadway Lightings at Brgy, Kalinawan, Brgy, Kinaboogan and Brgy, Kinagatan (phase 2), Binangonan, Rizal effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

NINA RICCIA. YNARES Governor L

I acknowledge receipt of this Notice on

9.8.23

Authorized Signature:

Name of the Representative of the Bidder:

JUAN PAOLO MÍGUEL E. MANLAPIT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 16, \$= 2023 namely:

Construction of Roselway Lightings at Brgy. Kalinswan, Ergy. Kinaboogan and Brgy. Kinagatan (Phase 2), Binangoman, 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 August 10, 2023 ____, 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 Million Five Hundred Nineteen Thousand Six Hundred Pesos & 93/100 _______ (p.7,519,600,93 _______), 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 Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 16, 8, 2023
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. 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 Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 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 Seven Million Five Hundred Mineteen Thousand Six Hundred Peece & 93/100 (P 7,519,500.93).

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;

Ab

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million Two Hundred Fifty-Five Thousand Eight Hundred Eighty Pesos 6 28/100 (P 2, 255, 880, 28

Philippine Currency, as a measure of guarantee for the faithful 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

d

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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. SEP 07 2023

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

EUSEBIO ACE DEVELOPMENT CORPORATION

Entity/Firm/Corporation

By:

JUAN PAULD MIGUEL E. MANIAPIT

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES Governor L

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOACEORO, RIZE) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

JUAN PAULO MIGUEL E. MANLAPIT TIN NO. 000-159-917

All known to me and to me known to be the same person/s who executed the foregoing instrument and 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 Roedway Lightings at Brgy, Kelinewen, Brgy, Kineboogen and Brgy. Kinegtan (Phase 2), Binangonan, Rizal-

WITNESS MY HAND AND SEAL this 227 17 707 by of Capitol, Antipolo City.

Doc No. Page No. Book No. Series 20 23 ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC

for Angono, Bigangonan & Cardon all in the PROVINCE OF RIZAL Valid until December 31, 2023

Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 ISP Lifetime Member No.016632 / Rizal

MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION that work may proceed on the Construction of 17x30m Ynares Multi-Purpose Covered Court at Sitio New Town Garden, Bagong Bayan, Brgy, Darangan, Binangonan, Rizal effective September 11, 2023 (Monday),

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned

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

Very truly yours.

Governor L

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: CLARENCE C. CACHO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

| The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized |
|--|
| and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road comer P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI 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 Pasig City and herein represented by its Proprietor/President/General Manager, CLARENCE CACHO of legal age, Filipine citizen, single/married, resident of Pasig City hereinafter referred to as the CONTRACTOR. WITNESSETH, That, |
| WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely: |
| Construction of 17x30m Ynsres Multi-Purpose Covered Court at Sitio New Town Garden, Begong Bayan, Brgy, Derangan, Binangonan, 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 August 10, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six Million Six Burstied Forty-Three Thousand Four Hundred Thirty-Eight Pesos & 49/100 (P 5,643,438,49), Philippine Currency |
| NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heret |
| 1. The whole works subject matter of this Agreement shall be completed within the boundard Seventy-Two (172) calendar days, in accordance with the provisions of the Bit Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely: |
| a. SP Ordinance No. 10, s. 2023 b. Certificate of Availability of Funds |
| c. Scope/Program of Work and Detailed Estimate d. 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 Bulletin |
| Notice of Award of Contract and the Contractor's Conformity thereto 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 PESC Six Million Six Hundred Forty-Three Thousand Four Hundred Thirty-Eight Pescs 49/100 (P6,643,438.49) Philippine Currency, in consideration of the construction and only upon completion of the infrastructure. |

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Nine Hundred Ninety-Three Thousand Thirty-One Pesos 8 55/100 (P 1,993,031.55)

Philippine Currency, as a measure of guarantee for the faithful 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this STO I want of at Antipolo City.

ANDROL CONSTRUCTION

Entity/Firm/Corporation

By

CLARENCE CACHO

NINA RICCIA, YNARES

RIZAL PROVINCIAL GOVERNMENT

Proprietor/Manager/President

Governor &

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLONGOPPO, Riza) S.S.

Ingono, Rizal

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

Name/Entity

Valid ID Presented

Date

Place

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

Manila

CLARENCE CACHO

TIN NO. 151-542-125

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 17x30m Ynares Multi-Purpose Covered Court at Sitio New Town Gerden, Begong Beyen, Brgy. Derengen, Binengonen, Rizel

WITNESS MY HAND AND SEAL this TO 8 1 2023 day of Capitol, Antipolo City.

at Rizal Provincial ATTY, ANNA MARIE L SANTOS

Doc No. Page No.

Book No.

Series 20 23

NOTARY PUBLIC for Angono, Binangonan & Cardona

all in the PROVIABBY CHURKING Valid until December 31, 2023 Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Namber No.016632 / Rizal MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION that work may proceed on the Construction of Roadway Lightings at Brgy, Balibago, Brgy, Nagsulo,

Brgy, Navotas and Brgy, Tuna, Cardona, Rizal

effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

NINA RICCI A. YNARES Governor L

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder. CLARENCE C. CACHO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

| This AGREEMENT made and entered into by andbetween: |
|--|
| 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. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and |
| ANROL CONSTRUCTION a sole proprietorship/private corporation, duly |
| organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Paste City, and herein represented by its Proprietor/President/General Manager, CLARENCE CACHO, of legal age, Filipino citizen, single/married, resident of Paste City, hereinafter referred to as the CONTRACTOR. WITNESSETH, That, |
| WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 16, 8, 2023 namely: |
| Construction of Roodway Lightings at Brgy. Balibago, Brgy. Negaulo, Brgy. Newotas and Brgy. Tune, Cardona, 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 August 10, 2023, 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 Thirteen Million Seven Hundred Fifty-Four Thousand Two Hundred Nine Pesos 6 62/100 (P 13,754,209.62), 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 One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely: |
| a. SP Ordinance No. 16, s. 2023 |
| b. Certificate of Availability of Funds |
| c. Scope/Program of Work and Detailed Estimate d. 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 Bulletin Notice of Award of Contract and the Contractor's Conformity thereto |
| 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 |
| Thirteen Million Seven Hundred Fifty-Four Thousand Two Hundred Nine Pesos & 62/100 (P 13,754,209,62 |
| Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor; |

 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 One handred Twenty-Six Thousers:

Two Hundred Sixty-Two Pesos 5 89/100 (P 4,126,252,89)

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

- 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without 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 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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the Bidding 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 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/ull 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 of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT AMEDI GUASTRUCTION Entity/Firm/Corporation By: NINA RICCIA, YNARES CLARENCE CACHE Governor L x Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CAMBono, Rizal) S.S. BEFORE ME, a Notary Public for anthino antipolar City, personally appeared the following Place Date Valid ID Presented Name/Entity September 24, 2031 Passport No. P7689056B HON. NINA RICCI A. YNARES TIN NO. 151-542-125 CLASSINCE CACHO 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 Roadway Lightings at Brgy. Balibago, Brgy. Nagaulo, Brgy. Navotas, end Brgy. Tems, Cardons, Risel WITNESS MY HAND AND SEAL this 10 1 2022 ary of Capitol, Antipolo City. ATTY, ANNA MARIEL SANTOS Doc No.

NOTABY AVEL PUBLIC

all in the PROVINCE OF RIZAL

Valid until December 31, 2023 Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizel MCLE Compliance No. VII-0023742

for Angono, Binang

Page No. 59

Book No.

Series 20 27



NOTICE TO PROCEED

07 September, 2023

MR. JUAN PAOLO MIGUEL E. MANLAPIT L'EUSEBIO ACE DEV'T CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L.EUSEBIO ACE DEV'T CORP, that work may proceed on the Concreting of Road With Slope Protection (Portion) at Malalim Road, Sitio Malalim, Brgy, Maybancal, Morong, Rizal effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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.

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

9.8.23

NTP 08-10-2023#12

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

| 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. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and |
| and the state of t |

| L. EUSEBIO ACE DEVELOP | MENT CORPORATION | _, a sole proprietorship/p | private corporation, duly |
|---|--|----------------------------|---|
| organized and existing under to and office address at | 148-03-0-1-3 FM | CONTROL BY ANY DETTY | represented dv us |
| Proprietor/President/General citizen, single/married, reside CONTRACTOR, WITNESSI | Manager, JUAN PAULO ent of Pesig Ci | MIGUEL E. MANLAPIT | of legal age, Filipino fter referred to as the |

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 16, 8, 2023 namely:

Concreting of Road with Slope Protection (portion) at Melalim Road, Sitio Melalim, Brgy. Maybencel, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last August 10, 2023 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Four Burkined Thirty-Nine Thousand Seven Hundred Eighty-Three Pesos 6 88/100 (p4,439,783,88), 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 One Hundred Twenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 16, 5, 2023
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. 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 Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Four Hundred Thirty-Nine Thousand Seven Hundred Eight-Three Pesos 4 88/100 (P 4,439,783.88).

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 One HIIIon Three Hundred Thirty=Die Thousand Nine Hundred Thirty=Five Pesos 4 16/100 (P. 1,331,935.16)

 Philippine Currency, as a measure of guarantee for the faithful 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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 suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this P 0 7 2072 day of at Antipolo City.

EUSEBIO ACE DEVELOPMENT CORPORATION

Entity/Firm/Corporation

By:

JUAN PAULO HIGUEL E. MANLAPIT

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES Governor 1 &

WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOGOUP RIZE

() S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

JUAN PAULO MIGUEL E. MANLAPIT

TIN NO. 000-159-917

All known to me and to me known to be the same person/s who executed the foregoing instrument and 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:

Concreting of Road with Slope Protection (portion) at Malalim Road, Sitio Malalim, Brgy. Maybancel, Morong, Rizal

WITNESS MY HAND AND SEAL this 1 1 1 2023 day of

Angono, Rizal , at Rizal Provincial

Capitol, Antipole City.

Dec No. Page No. 56

Book No. Series 20 つう. ATTY, ANNA MARIE L) SANTOS NOTARY PUBLIC

for Angonius Binengoriania Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2023

Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizel Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal

MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

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

Dear Mr. Bilog:

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

Construction of Roadway Lightings at Brgy. Bagumbayan, Pililla, Rizal effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned

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 your

NINA RICOLA, YNARES Governor L

I acknowledge receipt of this Notice on

Authorized Signature:

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

CONTRACT AGREEMENT B

KNOW ALL MEN BY THESE PRESENTS:

| This AGREEMENT made and entered into by andbetween: |
|--|
| 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. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and |
| GKB BUILDERS, 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 Norong, Rissi, and herein represented by its Proprietor/President/General Manager, GERALD KENN S.J. BILDG, of legal age, Filipino citizen, single/married, resident of Norong, Rissi, 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. 16, 9, 2023 namely: |
| Construction of Reedway Lightings at Brgy. Bagumbayan, Pilille, 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 August 10, 2023, 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 Seven Bandred Twenty-Three Thousand One handred Four Peror & 13/100 (P 2,723,104.13), 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 Fifty=Two (52) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated berein by way of reference, namely: |
| a. SP Ordinance No. 16, s. 2023 |
| b. Certificate of Availability of Funds |
| Scope/Program of Work and Detailed Estimate |
| d. Plans and Specifications |
| e. 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 i. Addenda and Supplemental Bulletin |
| j. Notice of Award of Contract and the Contractor's Conformity thereto |
| 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 Seven Hundred Twenty-Three Thousand One Hundred Four Pesos & 13/100 (P 2,723,104.13), |
| Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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;

 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Elight, Hundred Stateen Thousand Nine Hundred

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

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

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

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

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

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

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

GER BUILDERS RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

CERALD S. J. BILOG

Proprietor/Manager/President

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO EPOPIO, RELIPPINES)
(S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

GERALD KEW S.J. BILOG

TIN NO. 196-519-323

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 Roschway Lightings at Ergy. Begunbayen, Pilills, Rizel

| WITNESS MY HAND AND SEAL this STE WI 200 day | of arthur Provincial |
|--|-------------------------|
| | ATTY ANNA MARIEL SANTOS |
| . 194 | ATTY. ANNA MARIE SANTO |

Doc No. 286 Page No. 59 Book No. 2

Series 20 23.

ATTY. ANNA MARIEN. SANTOS
NOTARY PUBLIC
for Angono, Binangonad. Cardona
all in the PROVINCE PUBLICAL

all in the REPOYENCE O'DETECT.

Valid until December 31, 2023

Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attomeys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MS. LAURA L. MARRON L.L. MARRON CONST. & TRADING Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONST. & TRADING—that work may proceed on the Construction of Rondway Lightings at Sonnet Subdivision, Brgy. Quisao, Pililla, Rizal cifective—September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

Very truly yours.

Governor / WARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LAURA L. MARRON

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

| This AGREENT made and cheeser into by andocorect |
|---|
| 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. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and |
| L.L. MARRON CONSTRUCTION & TRADING. , 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>Binangonen, Rizel</u> , and herein represented by its Proprietor/President/General Manager, <u>LAURA L. MARRON</u> , of legal age, Filipino citizen, single/married, resident of <u>Binangonen, Rizel</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. 19, 2, 2023 namely: |
| Construction of Rosdway Lightings at Sonnet Subdivision, Srgy. Quisso, Pilills, Rizel |
| WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last August 10, 2023, 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 |
| 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 Seventy-Six (76) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely: |
| a. SP Ordinance No. 19, v. 2023 |
| b. Certificate of Availability of Funds |
| Scope/Program of Work and Detailed Estimate |
| d. 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 Bulletin |
| j. Notice of Award of Contract and the Contractor's Conformity thereto |
| In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract; |
| 3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Hillion Forty-Nine Thousand Seven Minister Ninety-Three resos \$ 37/100 |

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Two Hundred Fourteen Thousand Nine Hundred Thirty-Eight Pesos 6 07/100 (P 1,214,938.07)

Philippine Currency, as a measure of guarantee for the faithful 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

the appropriate court of the City of Antipolo, with the exclusion of any other courts.

SET 0 / 2023

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

| L.) | MARRON | CONSTRUCTION | ě. | TRADING |
|-----|--------|------------------|----|---------|
| | Enti | y/Firm/Corporati | OB | |

Bv:

LAURA L. NARRON
Proprietor/Manager/President

NINA RICCI A. YNARES
GOVERNOR L

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CPPY () S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

LAURA L. MARRON

TTN NO. 236-059-376

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 Rosdway Lightings at Sonnet Subdivision, Brgy. Quisso, Pilills, Rizal

WITNESS MY HAND AND SEAL this _____day of ______day of ______

desirance income and

Doc No. 283

Page No. 58 Book No. 7

Series 20 23

ATTY. ANNA MARIE L. SANTOS NOTARY PUBLIC

for Angon NOT A SAME HEAD ON A all in the PROVINCE OF RIZAL Valid until December 31, 2023

Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250

MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORP. that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Southville 8B, National High School, Brgy. San Isidro, Montalban, Rizal effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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.

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

9.8-23

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

06/100

| This AGREEMENT made and entered into by andbetween: |
|--|
| 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. NINA RICCIA. 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 Montalban, Rizal , and herein represented by its Proprietor/President/General Manager, CARLOS GERORIMO , of legal age, Filipine citizen, single/married, resident of Nontalban, Rizal , 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. 16, 8, 2023 namely: |
| Repair/Repainting of Ymares Multi-Purpose Covered Court at Southville 88, National High School, Brgy. San Isidro, Montalban, Rizal |
| Bid in a public bidding held last August 10, 2023 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Six Hundred Thirty-Three Thousand Six Hundred Minery-Nine Peros 5 06/100 (P 1,633,699,06), Philippine Currency NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heret |
| The whole works subject matter of this Agreement shall be completed within Seventy Occurrents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely: |
| a. SP Ordinance No. 16, 2, 2023 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. 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 Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto |
| 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 PESO |

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;

(P 1,633,699,06

- 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 Hundred Ninety Thousand One Hundred Nine Pesos & 72/100 (P 490, 109, 72)

Philippine Currency, as a measure of guarantee for the faithful 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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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.

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOGICAL RIZE

) S.S.

Angono, Rizal

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

Name/Entity Valid ID Presented Date Place
HON, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila
CABLOS GERONIMO TIN HO. 009-082-732

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

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

Repair/Repainting of Ynares Multi-Purpose Covered Court at Southville 86, National Righ School, Brgy. Sen Isidro, Montelban, Risal

WITNESS MY HAND AND SEAL ting P 0 7 2023 day of _______

Doc No. 340
Page No. 54
Book No. 2
Series 20 43

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in INCORONINOS OF INZAL
Valid until December 31, 2023
Adm. Matter 22-002

PTR No. 18929923/ Jenuary 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016F* / Rizal MCLE Compliance No. V. Ju23742



NOTICE TO PROCEED

07 September, 2023

MR. NICKERSON H, SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizul

Dear Mr. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to NICKERSON CONSTRUCTION that work may proceed on the Construction of Stage at Macaingalan National High School, Sitio Macaingalan Brgy, Puray, Montalban, Rizal offective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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.

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder.

NICKERSON H. SAGUN

CONTRACT AGREEMENT /6

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

| 637.0 | The PROVINCIAL GOVERNMENT OF RIZAL, a local il existing under Republic Act No. 7160, with seat of government cumferential Road corner P. Oliveros St., Brgy. San Roque, Antipo GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to | lo City, represented in this act by |
|-------------|---|---|
| | NICKERSON CONSTRUCTION , a sole propri | ctorship/private corporation, duly |
| Pro citi | ganized and existing under the laws of the Republic of the Philippine d office address at Montelben, Rigal , and oprietor/President/General Manager, NICKERSON SAGUN izen, single/married, resident of Hontelben, Rigal ONTRACTOR. WITNESSETH, That, | herein represented by its , of legal age, Filipino , hereinafter referred to as the |
| pu | WHEREAS, the PROVINCE declares that certain infrastructures and of the Sangguniang Panlalawigan Ordinance No. 16, 8. 20 | re works should be constructed in 23 namely: |
| (| Construction of Stage at Macaingalan National Hi Brgy. Furay, Montalban, Rizal | gh School, Sitio Macaingelan, |
| Milleo | WHEREAS, the CONTRACTOR, warranting that it has the f | inspecial and technical competence |
| Bi | undertake the above said infrastructure works, has been declared as id in a public bidding held last August 10, 2023 has accee construction and completion of the above said infrastructure wo dlowing standards set forth in the bid documents, approved plans, proceedings of the amount of One Million Six Hundred To handiged Seventy-Five Pesos & 65/100 (P 1,613) | the Lowest Calculated Responsive tepted and binds itself to undertake rks strictly in accordance with the program of works and specification wirteen Thousand Elebt |
| be | NOW, THEREFORE, for and in consideration of the fore greby agree as follows: 1. The whole works subject matter of this Agreem | ent shall be completed within |
| 20 | Seventy-Five (75) calendar days, in accordar documents, Approved Plans, Program of Works and Specifications, contract, Supplemental or Bid Bulletins, if any, and supporting/religible Revised Implementing Rules and Regulations of Republic erewith and incorporated herein by way of reference, namely: | General and Special Conditions of ated documents as required by the |
| 1/ | a. SP Ordinance No. 16, 8, 2023 | |
| 0 | b. Certificate of Availability of Funds | |
| | c. Scope/Program of Work and Detailed Estimate | |
| | d. Plans and Specifications | |
| 90 | e. Construction Schedule f. Request for Expression of Interest | |
| γ0 | g. Bidding Documents including all the documents/statement bidder/s two (2) bidding envelopes h. Bid Security | s contained in the winning |
| | i Addenda and Supplemental Bulletin | |
| | j. Notice of Award of Contract and the Contractor's Conform | nity thereto |
| le | In consideration of the payment to be made by the PRO atter hereby covenants with the PROVINCE to construct and compatient and compatien | VINCE to the CONTRACTOR, the lete the infrastructure works subject |
| 0 | of this Agreement in conformity with the province of the Contract; | |
| = | 3. The PROVINCE hereby covenants to pay the CONT One Million Six Hundred Thirteen Thousand Eight Hun 5 66/100 | RACTOR the amount of PESOS addred Seventy-Five Pesos (P 1,613,875.66), |
| ĩ | Philippine Currency, in consideration of the construction and only up | |

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Eighty-Four Thousand One Hundred

Status The Person & 70/100 (P 484, 162, 70

Philippine Currency, as a measure of guarantee for the faithful 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 be 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 welfure 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 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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Michigan

X.

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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts,

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT NICKERSON CONSTRUCTION

Entity/Firm/Gorporation

By:

Proprietor/Manager/President

By:

NINA RICCI A. YNARES Governor &

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CHARGON (S.S.

BEFORE ME, a Notary Public for and inclaim policity, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

Manila

NICKERSON SAGUN

TIN NO. 412-090-913

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 Stage at Macaingalan National High School, Sitio Macaingalan, Brgy. Pursy, Montalban, Rizal

WITNESS MY HAND AND SEAL this SEP 1 / 2021 of Capitol, Antipolo City

Doc No. Page No.

Book No. Series 20 2

ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC for Angorous Ainengonan & Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal Rok of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MR. JUAN PAOLO MIGUEL E. MANLAPIT L. EUSEBIO ACE DEV'T CORP. Pasig City

Dear Mr. Manlapit:

Very truly yours,

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEV'T CORP. that work may proceed on the Asphalt Overlaying with Concrete Reblocking of M.H. Del Pilar St., San Mateo, Rizal

effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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.

NINA RICCIAL YNARES
Governor & J

I acknowledge receipt of this Notice on: 9,8-23

Authorized Signature:

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

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by undbetween:

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

| | Filipino as the |
|-------------------------------|--------------------|
| CONTRACTOR. WITNESSETH, That, | |

Asphelt Overlaying with Concrete Reblocking of M.H. Del Pilar St., Sen Mateo, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>August 10, 2023</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Eight Million One Hundred Seventy Thousand Fifty-Seventer Perors & 64/100</u>

(P 8,170,057,64), 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 https://documents.com/documents.com/documents. Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - n. SP Ordinance No. 16, s. 2023
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. 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 Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto

 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 Fight Million One Bundged Seventy Thousand Fifty-Seven Pesos & 64/100 (P_8,170,057,64).

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 Two Million four Bundred Fifty-One Thousand

Seventeen Pesos & 29/100 (P 2,451,017.29

Philippine Currency, as a measure of guarantee for the faithful 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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 suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this __SEP_[] dw3of at Antipolo City.

L. EUSEBIO ACE DEVELOPMENT CORPORATION Entity/Firm/Corporation

By:

JUAN FAULD MIGUEL

By:

NINA RICCIA, YNARES

RIZAL PROVINCIAL GOVERNMENT

Governor L X

Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIAD: TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOAMIGNO, RIZZI) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

JUAN PAULO MIGUEL E. MANEAPIT

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 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:

Aschelt Overleying with Concrete Reblocking of M.H. Del Piler St., San Nateo, Rizal

SEP 0 / 2023

WITNESS MY HAND AND SEAL this

day of

Capitol, Antipolo City.

Doc No. Page No.

Book No. Series 20 29

NOTARY PUBLIC tor Angono Engage of Prof. Agona all in the PROVINCE OF RIZAL

Valid until December 31, 2023

ATTY, ANNA MARIE I) SANTOS

Adm. Matter 22-002 PTR No. 18928923/ January 3, 2023 / Rizal

Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MR. JUAN PAOLO MIGUEL E. MANLAPIT L.EUSEBIO ACE DEV'T CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L.EUSEBIO ACE DEV'T CORP. that work may proceed on the Construction of Side Protection (portion) at Lanatin River, Brgy. Sto. Niño, Tanay, Rizal effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

NINA RICCLA. YNARES
Governor

9.8.23

Authorized Signature:

Name of the Representative of the Bidder:

I acknowledge receipt of this Notice on:

JUAN PAOLØ MIGUEL E. MANLAPIT

CONTRACT AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 16, 5, 2023 namely:

Construction of Side Protection (portion) at Lanatin River, Brgy. Sto. Nino, Tensy, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undestake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last August 10, 2023, 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-Five Million One Hundred Seventy-Eight Thousand Eight Peros & 54/100 (PZ5,178,008,54), 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
 Two Hundred (200) calendar days, in accordance with the provisions of the Bid
 Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of
 Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the
 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated
 herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 15, s. 2023
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. 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
 - li. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto

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
Twenty-Five Million One Hundred Seventy-Eight Thousand Eight Pesos & 54/100

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 Seven Million Five Hundred Fifty-Three Thousand Four Hundred Two Pesos & 56/100 (P.7, 553, 402, 56)

Philippine Currency, as a measure of guarantee for the faithful 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

 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 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 suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

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

L. EUSEBIO ACE DEVELOPMENT CORPORATION

Entity/Firm/Corporation

By:

JUAN PAULO MIGUEL EX MANEAPIT

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCIA. YNARES Governor &

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for Anguran Riosal City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

Manila

JUAN PAULO MIGUEL E. MANLAPIT

TIN NO. 000-159-917

All known to me and to me known to be the same person/s who executed the foregoing instrument and 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 Side Protection (portion) at Lenstin River, Brgy, Sto. Nino,
Tensy, Rizal

WITNESS MY HAND AND SEAL this 57 1 1 100 of Capitol, Antipolo City.

Angenna Rivehous

Page No. 50 Book No. 2 Series 20 25

for Anguno, Birlangonan & Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002

ATTY. ANNA MARIE L

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IDP Lifetime Member No.016632 / Rizal

MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Construction of Slope Protection (Portion) of Teresa River, Brgy. Dalig, Teresa, Rizal effective—September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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,

NINA RICCI/A. YNARES

Governor L

l acknowledge receipt of this Notice on

9.87023

Authorized Signature:

Name of the Representative of the Bidder

CLARENCE C. CACHO

CONTRACT AGREEMENT 19

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

| 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. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and |
|---|
| |
| ANROL CONSTRUCTION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business |
| and office address at Pasig City and herein represented by its |
| Depondent/Constant/Constant Manager CLAMICE CACHO |
| citizen, single/married, resident of Pasio City , hereinafter referred to as the |
| CONTRACTOR, WITNESSETH, That, |
| WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in |
| pursuant of the Sangguniang Panlalawigan Ordinance No. 16, s. 2023 namely: |
| pursuant of the Sangguniang Pannanawigan Orthography |
| Construction of Slope Protection (portion) of Terese River, Brgy. Delig, Terese, Rizel |
| WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last August 10, 2023 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six Million Five Thousand Four Bundred Cha Pesce 4 1/100 (P 6,005,401,11), Philippine Currency. |
| |
| NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: |
| 1. The whole works subject matter of this Agreement shall be completed within the Hundred Forty (140) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely: |
| a. SP Ordinance No. 16, s. 2023 |
| b. Certificate of Availability of Funds |
| c. Scope/Program of Work and Detailed Estimate |
| d. 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 Bulletin |
| Notice of Award of Contract and the Contractor's Conformity thereto |
| 2 It would not be assessed to be made by the DROVINCE 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 |

Six Million Five Thousand Four Hundred One Pesos & 11/100

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;

16

 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 Eight Hundred One Thousand Six [P 1,801,620,33]

Hundred Twenty Pesos & 33/100 (P_1,801,620,33_)

Philippine Currency, as a measure of guarantee for the faithful 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

ANNOL CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Proprietor/Manager/President

By:

NINA RICCI A. YNARES Governor L w

WITNESSES

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE BHALLIPINES) ANTIPOLO CIT) S.S.

Angono, Rizal

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

Name/Entity

Valid ID Presented

Date

Place:

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

CLARENCE CACHO

TIN NO. 151-542-125

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 Slope Protection (portion) of Terese River, Brgy. Delig, Terese, Rizel

WITNESS MY HAND AND SEAL this _____day of ____

Capitol, Antipolo City.

Doc No.

Page No. 59 Book No. Series 20 22

all in the Fred Ville Pil Valid until December 31, 2023

Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal Rell of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



NOTICE TO PROCEED

07 September, 2023

MS. LAURA L. MARRON L.L. MARRON CONST. & TRADING Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONST. & TRADING that work may proceed on the Construction of Roadway Lightings at Sitio Taghangin, Brgy. San Juan, Brgy. San Jose and Brgy. Maybancal, Morong, Rizal effective September 11, 2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the implementing Schedule on the date above-mentioned.

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,

NINA RICCIA. YNARES Governor L

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder.

9.8.2.23

LAURA L, MARRON

CONTRACT AGREEMENT ZO

KNOW ALL MEN BY THESE PRESENTS:

| This AGREEMENT made and entered into by andbetween: | |
|--|--------------------|
| 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 Capit Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. NINA RICCIA. YNARES, herein referred to as the PROVINCE; and L.L. MARRON CONSTRUCTION & TRADING, a sole proprietorship/private corporation, descriptions. | by |
| organized and existing under the laws of the Republic of the Philippines, with principal place of busing and office address at <u>Einsugonen</u> , Rizal, and berein represented by Proprietor/President/General Manager, <u>IAURA L. MARRON</u> , of legal age, Filipicitizen, single/married, resident of <u>Bingugonen</u> , Rizal, hereinafter referred to as CONTRACTOR. WITNESSETH, That, WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed. | its inco the |
| pursuant of the Sangguniang Panlalawigan Ordinance No. 10, #2 2023 namel | iy. |
| Construction of Roadway Lightings at Sitio Taghangin, Brgy. San Juan, Brgy. San Jose and Brgy. Maybancal, Morong, Rizal | |
| WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competer to undertake the above said infrastructure works, has been declared as the Lowest Calculated Response Bid in a public bidding held last August 10, 2023, has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of Eighteen Million Seven Busched Seventy Thousand Seventhaged Nineteen Pesos 6 74/100(P18,770,719,74), Philippine Current | nke the tion |
| NOW, THEREFORE, for and in consideration of the foregoing premises, the parties her hereby agree as follows: | reto |
| 1. The whole works subject matter of this Agreement shall be completed with the provisions of the land the functional state (216) calendar days, in accordance with the provisions of the land Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integral herewith and incorporated herein by way of reference, namely: | s o |
| a. SP Ordinance No. 10, 5, 2023 | |
| In Cartificate of Averibility of Francis | |

- Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. 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 Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 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 Eighteen Thousand Seven Hundred Seventy Thousand Seven Hundred Mineteen Peros (P 18,770,719.74 4 74/100 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;

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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 <u>Five Million Six Hundred Thirty-One Thousand</u>

Two Hundred Fifteen Pesos & 92/100 (P 5.631.215.92)

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 27 0 7 202 day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT L.L. MARRON CONSTRUCTION & TRADING Entity/Firm/Corporation By: By: NINA RICCI A. YNARES Governor L) Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOGISMO, Rizal)S.S.

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

Place Date Valid ID Presented Name/Entity Passport No. P7689056B September 24, 2031 Manila HON, NINA RICCI A. YNARES TIN NO. 236-059-376 LAURA L. MARRON

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 Roadway Lightings at Sitio Taghangin, Brgy. San Juan, Brgy. San Jose,

| and Brgy. Maybancal, Morong, | Rizel | |
|------------------------------|-----------------|---|
| WITNESS MY HAND AND | SEAL thisday of | Angenn Pizalcial |
| Capitol, Antipolo City. | ATTY. AN | NA MARIE L. SANTOS |
| Page No. SQ | for Angor | OTARY PUBLIC O, Binanggpan & Cardona |
| Book No. 2 Series 20 23 | | e PROVINCE OF RIZAL ntll December \$1, 2025 dm. Matter 22-002 |
| | PTR No. 189 | 29923/ January 3, 2023 / Rizal of Attorneys No. 69250 |
| | IBP Lifetim | e Member No.016632 / Rizal empliance No. VII-0023742 |