

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 January, 2021

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP.—that work may proceed on the Improvement of Nazarene Road, Antipolo, City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor ≰~

Lacknowledge receipt of this Notice on:

1-21-2024

Authorized Signature:

Name of the Representative of the Bidder:

JUAN/PAOLO MIGUEL E. MANLAPIT

12/15/2020 # 1

CONSTRUCTION AGREEMENT /

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Bigy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
L. EUSEBIO ACE DEVELOPMENT CORPORATION a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Posts City, and herein represented by it Proprietor/President/General Manager, JUNN PAIRO MICUEL E. WHILAPTT of legal age, Filipine citizen, single/married, resident of Posts City, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. OCF FY 2020 namely:
Improvement of Maxageme (#Bad, 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 13 December 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of No Million Five Hanked Fighty Thomas Five Hanked Tighty Thomas Five Hanked Tighty Thomas Five Hanked
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties beret hereby agree as follows:
The whole works subject matter of this Agreement shall be completed within Thirty-Two (32) calendar days, in accordance with the provisions of the Bi Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No PY 2020 b. Certificate of Availability of Punds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule
f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding cavelopes h. Bid Security
i. Addende and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby 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 Five Rendred Eighty Tennescol Five Hundred Dress Pesos & 21/100 (P.1.580, 503-21), 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 PROVENCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS

Seven Rendered Seventy-Four Toocsand One

Handred F1fty Fesos 6 96/100

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

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

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

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

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

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

- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elementee from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be 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 eny/all of the provision of this Agreement, the bidding documents or any agreement/undortoking 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 unplementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

CORPORATION	_	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation UAN PAULO HIGHEL & MAIN Proprietor/Managemere sident	. By:	EBECCA A. YNAE	RES
Jo	WITNESSES -		
LOLYTA B. DE GUZML	AN M	A. VICTORIX B. T	EJADA
/ N	OTARIAL ACKNOWLEDGE	MENT	
PUBLIC OF THE PHILIPPINE POROLASEEX) S	(S) 9.S.		
BEFORE ME, a Notary Pe	blic for and in Antipolo City, po	ersonally appeared the	e following
Name/Entity	Valid ID Presented	Datę	Place
N. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028.	Manda.
Paulo higuel e. Hanlapi t	TIN NO. 000-159-917		

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

Introvement of Honoroon Road, Antipola City

2.5	
WITNESS MY HAND AND SEAL this Doc No	day of Jan 2 9 2021 AT THE MARKELL GARDOS of Angulas Services General Gardons of Angulas Services of Cardons of the Province of RIZAL Jan 1980 Services of The Act of Services of
	7.4



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 January, 2021

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Rehabilitation/Improvement of Marigman St., Antipolo, City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor 😽

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

1.5(. 3*3)

JUAN PAOLO MIGUEL E. MANLAPIT

CONSTRUCTION AGREEMENT 1/2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L. EUGRBIO ACK BEVILLENMENT CORPORATION	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic and office address at Fasts City	of the Philippines, with principal place of business and herein represented by its
Proprietor/President/General Manager, JUAN PARTY citizen, single/married, resident of Paris CONTRACTOR, WITNESSETH, That,	MICHAL R. MARAPIT, of legal ago, Filipino City, hereinafter referred to as the

Rehabilitation/Improvement of Merigan St. 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

15 December 2020

16 December 2020

17 December 2020

18 December 2020

18 December 2020

19 December 2020

1

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 SixtywTwo (62) calender days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - 8. SP Ordinance No. Q12P FY 2020
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications.
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning biddet/s two (2) bidding envelopes
 - h, Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Hillen One Hendred Toursey-Two Toursed Six Handred Five Freez # 12/100.

(P. 122,605.12), 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

- 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 Two Million Four Hundred Twirty-Six Thousand

 Seven Hundred Eighty-One Pesos 5 54/100 (P 2,436,781,54)

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

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

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

- 4
 - 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other laws:
 - 10. The CONTRACTOR shall assume all the risk to connection with the completion of the acceptance by the PROVINCE;
 - 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
 - 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement:
 - 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
 - 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
 - 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

day of

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

L, EUSTISIO ACE DEVILOPMEN CORPORATION	_	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		1	
	By;	4	
Proprietor/Manager/President	PIT R	EBECCA A. YNAI Governots	æs
122	witnesses -	,	
LOLITA B. DE GUZMA	AN MA	v істовіў в. т	EJADA
. (No	OTARIAL ACKNOWLEDGM	IENT	
EPUBLIC OF THE PHILIPPINE	S)		
NTIPOLO ETZA)	.S.		
BEFORE ME, a Notary Pu	blic for and in Antipolo City, po	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
ON REBECCA A. YNARES	Passport No. P8239281 A	August 5, 2028	Maniku
UAN PARKA MEMBEL IL. MANKAI	TT TIR 10, 000-159-917		

Rebabilitation/Improvement of Marigume St., Actipole City

who	NESS MY HAND AND SEAL this	day of JRA 29 2021 AT RY BOOM MATER 1. BOUNTON at Rizal Proprincial Capitol.
Antipolo City	प्राप् तः	for Argonol 3119 (cosper y Cardona at in the 1900/090 3 CARDA
Doc 34a2 Page No	<u>'/</u>	Unite Dept with the 14-101 Administration and 1 4-101
Book No. 2 Scries 20 2/		NOTARY PUBLIC VO. 1747 TO THE TOTAL ROLL OF ARCHITECTURE
_		PELISARE Membri No. 0.493277.74 MOTP Compliques (45 VI-900788)
		Veric on Preparate 2022

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



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 January, 2021

MS. MARIA TERESITA F. PAMINTUAN MJP CONSTRUCTION AND DEVT. CORP. Baras, Rizal

Dear Ms. Pamintoan:

The attached Contract Agreement having been approved, notice is hereby given to MJP CONSTRUCTION AND DEVT, CORP. that work may proceed on the Rehabilitation/Improvement of Roman Roxus Road, Antipolo-Teresa-Baras, Rival effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor 🚁

Lacknowledge receipt of this Notice on:

Authorized Signature:

MARIA TERESITA E. PAMINTUAN Name of the Representative of the Bidder:

12/15/2020 # 3

CONSTRUCTION AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

MIP CONSTRUCTION & 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 <u>Buras</u>, Rizal , and herein represented by its Proprietor/President/General Manager, MARIA TERESITA F. PANINTUAN , of legal age, Filipino citizeo, single/married, resident of Buras, Rizal , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

Rehabilitation/Improvement of Roman Roxas Road, Antipolo-Terese-Baras, 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 15 December 2020 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Fifty-Nine Fillion Eight Lindred Sixty-Seven Thousand Pinety-Six Pesos & 14/100 (P 59,867,096.14). 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 Hardred (200_) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. CMSP FY 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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

 Fifty-Nine Million Eight Hundred Sixty-Seven Trousend Ninety-Six Pesos &

 14/100 (P 59.857,096.14), 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;

U

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVENCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seventeen Million Nine Handred Sixty Thousand
 One Handred Twenty-Eight Pesos & 84/100 (P 17,960,128.84)

 Philippine Currency, in the form of Performance Bood as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Hidding Documents;
- 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 muintained 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), caless 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 durages which shall payable by the contractor in case of breach thereof. For the producement 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 contract, the Procuring Butty may rescind or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."



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

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

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

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

KUP CONSTRUCTION & DEVELOPMENT RIZAL PROVINCIAL GOVERNMENT CORPORATION Entity/Firm/Corporation By: Bγ, REBECCA A. YNARE\$ TERESTITA E. PANTINTUAN Governor® Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) anturaprita: BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place <u>Date</u> Name/Engity Valid ID Presented Manila Passport No. P8239281A August 5, 2028 HON, REBECCA A. YNARES

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

PAMINTHAN THE NO. 213-504-783

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:

Rebabilitation/Improvement of Roman Roxas Road, Antipolo-Teresa-Baras, Risal

WITNESS MY HAND AND SEAL this Antipolo Cits	day of IAN 19 WATT & ANN AT A DIE 1 3ANTOS for Angono, Sincegorian & Condens all in the PROVINCE OF RIZAL This Decamber 39, 201. Add Macas No. 12:001 NOTARY EXPLISOR LIZADIANTE NO. 68250 (85 Urietina Martinary No. 68250 MCLE Comphance No.VI-0007883 Verici until And 144, 2022
--	--



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 January, 2021

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

Dear Mr. Manlapit:

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

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

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

Very truly yours,

REBECCA A. YNARES

Governor ←

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

JCAN PAOLO MIĞUEL E. MANLAPIT

12/15/2020 # 4

CONSTRUCTION AGREEMENT ϕ

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE;	and
L. EUSEBIO ACE DEFELOPMENT CONFORMATION, a sole proprietorship/private com	
organized and existing under the laws of the Republic of the Philippines, with principal pla	ce of business
and office address at Pasia City and herein represen	ted by its
and office address at Pasis City and herein represent Proprietor/President/General Manager, JUAN PAULO MIGUEL E. MANAPET of legal citizen, single/married, resident of Pasis City hereinafter referred CONTRACTOR, WITNESSETH, That,	age, Filipino to as the
WHEREAS, the PROVINCE declares that certain infrastructure works should be pursuant of the Sangguniang Panlalawigan Ordinance No. CICP FY 2020	constructed in namely:
Improvement of LLDA Road, Cardone, Mizal	

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. 15 Dec. ber 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six Hillion four Standard Fifty One Theorems Four Handred Seventy-Tree Passes 3 47/160 (Pb. 451, 472.47) , Philippine Currency.

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

a. SP Ordinance No. CMAP PY 2020

Certificate of Availability of Funds

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Million Four Mandred Fifty-One Thousand Four Hundred Seventy-Two Peros 47/100 (P 6,431,472,47), 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,

V,

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

S. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Nine Hyndred Thirty-Five Thousand.

Four Hundred Forty-One Peece 5 74/100 (P 1.935.441.74)

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

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

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

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

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

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

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

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

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

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

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

Ħ

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

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

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

CORPORATION	_ RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Componition			
y: (By:	A.	
ANN PRIED PROPIE, E. MAYEAPE	T R	EBECCA A. YNAF	ES
Proprietor/Manager/President		Governois	
/x/	WITNESSES	٥.	
LOLITA B/DE (UZMAN	M/	 ∨істо кі ≴ В. Т	EJADA
(NOȚA	RIAL ACKNOWLEDGY	IENT	
PUBLIC OF THE PHILIPPINES)			
NTIPOLO CITY) S.S. GONO, P.I ZAL			
BEFORE ME, a Notary Public t	for and in Antipolo City, po	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Dage	Plaçe
ON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila

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 posters.

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

Improvement of Lift Bood, Cardens, Ri	isel ·
WITNESS MY HAND AND SEAL this Due No Page No Book No Series 20	day of



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 January, 2021

MR. ALRX A. SUELILA A. SUELILA CONSTRUCTION Morong, Rizal

Dear Mr. Suelila:

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

A. SUELILA CONSTRUCTION that work may proceed on the

Rehabilitation/Improvement of Morong-Bombongan Road, Morong, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder...

12/15/2020 # 5

CONSTRUCTION AGREEMENT <

KNOW ALL MEN BY THESE PRESENTS:

This ACKEDIMENT misuc and entered into by and between.
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sext 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. REDECCA A. YNARES, begain referred to as the PROVINCE; and
A. SHITTA 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, Pisel, and herein represented by its Proprietor/President/General Manager, ALEX SIET ISA, of legal age, Filipine citizen, single/married, resident of, Rizel, hereinafter referred to as the CONTRACTOR, WILNESSETH, That,
WHEREAS, the PROVINCH declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalawigan Ordinance No
Rebebilitetion/Improvement of Morong-Bombongen Road, Morong, Rival
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 15 December 2000, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of Three Million Eight Burdred Sixty-Six Thousand Five Handred Forty-Five Places 6 16/100 (P 3, 356, 545, 16). Phillippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated bearin by way of reference, namely:
a. SP Ordinance No. <u>CMCP_FY: 2020</u> b. Certificate of Avallability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding envelopes
h. Bid Security
i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit I ins Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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

Three Milion Might Hundred Sixty-Six Thousand Pive Bucked Forty-Pive Facts & 16/100 (P. 3, 856, 565, 16), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and 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 seeme this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Militon One Handred Fifty-line Thessand Pine Handred Sixty-Three Peace & 54/100

 [P 1,199,963.54]

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _ _ _ _ RIZAL PROVINCIAL GOVERNMENT SUELILA CONSTRUCTION Entity/Firm/Corporation By: REBECCA A. YNARES ALEX SUBLIC Governor Proprietor/Manager/President WITNESSES LOLITA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. LYTTO CHORDYSAL BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Name/Emiry Valid ID Presented

Manila August 5, 2028 Passport No. P8239281A HON, REBECCA A, YNARES ALEX SUBLILA TIN NO. 922-882-249

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

Rehabilitation/Improvement of Moreone-Besterain Read, Macune, Rival

	1.8 1.0. to		.	
-	WITNESS MY F Antipolo City ZAL Doc No. 2/2 Prese No. 44 Book No. 2 Stries 20 3/4	HAND AND SEA!. this	_day of	NOTARY POR INC. Inc. Angored, 3 respectable Condenses of Condenses of Recording Condenses No. 318337/Recording Condenses No.VI-000798 Velicia and April 28837



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 January, 2021

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

Dear Mr. Manlapit:

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

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

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

Very truly yours,

REBECCA A. YNARES

Governor 1-

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

1:20:30%

JUAN PAOLO MIGUEL E. MANLAPIT

CONSTRUCTION AGREEMENT (

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Ł.	EUSEBI	O ACE DE	VELCEMEN	CORPORATIO	ON .a.soje	graprie	torship/pr	jyate corp	oretion,	duly
orge	nized and	l encisting or	nder the la	ws of the Repu	blic of the Pb	ilippines	, with pri	ncipal plac	c of bu	SÍDESS.
Prop citiz	rictor/Pre en, sing	sident/Gon	eral Mane resident	ger, JUAN PAI of Pasts	JLO MICHIS.	2. 263	LAPIT	of legal (age. Fi	lipino
pus	WHE name of th	REAS, the e Sangguni	PROVENO ang Panlal	E declares tha awigan Ordina	n cenain infr nce No. <u>QC</u> I	estructur PPY 20	: works \$	hould be o	onstruc namely	teð in :

Improvement of Horong-Laguadi Road, Begy. Laguadi, Horong, Mizal

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 15 December 2020 has accepted and binds itself to undertake the construction and coropletion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Hillion Six Randred Ten Thousand Fight Handred Plantens Press & P4/100 (P 5,610,818,94.), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. QCP FY 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the · latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Pive Million Six thendred Tem Theusand Eight Handred Eighteen Peace & 94/100 (P 5,610,818.94), Philippine

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

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

 Two Handred Porty-Five Perce 2 59/100 (P 1.653, 243.69)

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

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

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

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

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

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

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

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

L. MISERIO ACE DEVILOPMENT CORPORATION	RIZA: P	ROVINCIAL GOVER	NMENT
Entity/Firm/Corporation	•		
By:	By:	B	
JUAN PARE NECULE E. HANE. Proprietor/Manager/President	APIT RI	EBECCA A. YNARE: Governock	S
92 1	WITNESSES	Q/	
LOLIFA B. DE GUZMAN	Δ	<u>(a, victoría b</u> . t <u>t</u>	<u>HADA</u>
/ - NO	OTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES)		
ANNTIROLA (STEY) S.S.		
BEFORE ME, a Notary Pub	lic for and in Antipolo City, per	somily appeared the i	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 3, 2028	Manila
JIAN PALLO HIGUEL E. HANLAPI	T TTU NO. 000-159-917		

d

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

Improvement of Mocong-Legundi Equal, Srgy, Lagundi, Morong, Risal

,		- • -
WITNESS MY HAND Andripolo City Dox No. 209 Page No. 47 Rock No. 2 Series 20 4	AND SEAL, thisday	ay of JAO 29 2021 NOTARY 1939 10 Sendors as in the PROTECTION STATE OF SIZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 January, 2021

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

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to N.S.F. CONSTRUCTION—that work may proceed on the Rehabilitation/Improvement of Velasquez St., Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

- 20-2034

12/15/2020 # 7

CONSTRUCTION AGREEMENT 7

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an existing under Republic Act No. 7160, with sear of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act be its GOVERNOR, HON. RESECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Party Clty , and herein represented by i Proprietor/President/General Manager, ***CISCO SANTIAGO**, of legal age, Filipin citizen, single/married, resident of ***retig Clty**, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangganiang Pantalawigan Ordinance No. 2027 FY 2020namely:
Rehabilitation/Emprovement of Velagouer St., Taytey, Picel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsibility in a public bidding held last 15 December 2020, has accepted and binds itself to undertal the construction and completion of the above said infrastructure works strictly in accordance with it following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of the hillion Nire Machinel Sixty-Seven Tocursual Ripe Bundred Toolve Passes Only (P 1, 967, 912.00), Philippine Currency NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed with Thirty-Six (December), in accordance with the provisions of the B Documents, Approved Plans, Program of Works and Specifications and supporting/related documents.
which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Doposit issued in accordance to the Rules and Regulations implementing R. A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, to latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject this Accounted in conformity with the province of the Contract.

Ourrency, 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

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

(P1,967,912,60), Philippine



CONSTRUCTION AGREEMENT 7

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
Circu	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and ing under Republic Act No. 7160, with sear of government at the Rizal Provincial Capitol. inferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by OVERNOR, HON, REHECCA A. YNARES, herein referred to as the PROVINCE; and
and Propr citize	ized and existing under the laws of the Republic of the Philippines, with principal place of business office address at Parie City , and herein represented by its ietor/President/General Manager, ***CISCO SANTIAGO, of legal age, Filipinos, single/married, resident of **resig City**, hereinafter referred to as the TRACTOR. WITNESSETH, That,
Битап	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in an of the Sungguniang Panlalawigan Ordinance No. 17 2020 numbely:
•	Schabilitation/Improvement of Velasquez Sr., Taytey, Fixel
Bid i the c follor consi Bun	WHBREAS, the CONTRACTOR, warranting that it has the financial and, technical competence dertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public hidding held last 15 Decreber 2020 has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the wing standards set forth in the bid documents, approved plans, program of works and specification in deration of the amount of Contract Nine Madred Sixty-Seven Tocurand Mine dred Twelve Passes Only (P 1, 967, 912,00). Philippine Currency. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
Docs	y agree as follows: 1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bid ments, Approved Plans, Program of Works and Specifications and supporting/related documents have integrated herewith and incorporated herein by way of reference, namely:
<u>'</u>	 a. SP Ordinance No. b. Certificate of Availability of Fands c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Doposit issued in accordance to the Rules and Regulations implementing R. A. No. 9184
	THE STATE OF THE PROPERTY OF THE PROPERTY OF THE CONTRACTOR AND THE PROPERTY OF THE PROPERTY O

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

The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS the Militon firm Rushed Staty-Neven Incurent fitte Huntred Ivelve Pases Only (P1,967,922.60), Philippine

Corrency, 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 memor prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five handred Ninety Thousand Three Security Of PESOS Five handred Ninety Thousand Three Security Of Security Three Pesos S 60/160 (P 590,3/3.50)

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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. We duration of the contract, CONTRACTOR shall regularly present a tax clearance from the B internal Revenue and a copy of its income and business tax returns duly stamped and received by and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submarkitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, dispute within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 7 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. 9181, and its looplementing 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/to works is/are located.			
IN WITNESS WHEREOF	, the parties have hercunto signed Antipolo City.	this Agreement this	day of
S.S.F. continuental	RIZAL PE	ROVINCIAL GOVE	NMENT
Entity/Firm/Corporation			
By:	By:	б	
PONTAGE SATETAGE	RE	EBECCA A. YNARE	'S
Proprietor/Manager/President		Governor	
/92/	WITNESSES	<u> </u>	
LOLITA B DE GISZMAN	M	IA, VICTORIA H. T	DADA
LOLITA BYDE GIORDIAN	,2		
<i>t</i>	OTARIAL ACKNOWLEDGME	ENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	(S) () S.S.		
BEFORE ME, a Notary Po	ablic for and in Anticol City, por	Al- somally appeared the	following
Name/Fotity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manita
PARICIPOS SANTIANO	TIN 40. 213-746-700		
al) known to me and to me know acknowledgment that the same is the present. This instrument, consisting unition and has been signed by the p	o to be the same person's who can free voluntary act and deed as of three (3) pages including this parties bereto in each and every pages.	page wherein this ac c hereof, refers to the	Amowledgment is
WITNESS MY HAND AN	D SEAL this _ law 7.5 cail day of	ATTY: ANN 3 MA NOTARY for Angona, Rissin staning PROVI	

Antipologica No. 21 ZAL

Doc No.

Series 20 1

Unit Deprimber 31,3234 Noin Male No. 13,624 PIR VOICEMANA BIRS

BOILDIANGEDE No. 59250 (BP Lifebille Months No. 199832 (Riza)

MCLE Compliance (co. #-0007883 Valid unit Anne 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 January, 2021

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT URIADAS CONSTRUCTION CORP. that work may proceed on the
Rehabilitation/Improvement of L. Wood St., Taytay, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governoræ~

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT (

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

KIT UBLADAS CONSTRUCTION CORPORATION a sole proprietorship/private corporation	o n, dul y
organized and existing under the laws of the Republic of the Philippines, with principal place of	husiness
and office address at Binatograp Rizal , and herein represented	by its
Proprietor/President/General Manager, LAURI H. UBIADAS of legal #8C.	Filipino
citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to	इस क्षेप्ट
CONTRACTOR, WITNESSETH, That,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed to pursuant of the Sangguniang Panlalawigan Ordinance No. <u>CMGP_FY_7070</u> paniely:

Rehabilitation/Improvement of L. Wood St., Taytey, 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 15 Progenter 2020 __, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two tillion Six flowing Eighty-Six Toquend Eighty-Six Toquend Two tillion Six flowing Eighty-Six Toquend Eighty-Six Toquend Eighty-Six Toquend Eighty-Six Toquend Eighty-Six Eighty-Six Toquend Eighty-Six Eighty-Six

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

- 1. The whole works subject matter of this Agreement shall be completed within **Porty** (60) calendar days, in accordance with the provisions of the Bid Dominents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. _ OACP FT 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning birider/s two (2) bidding envelopes
 - h, Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
 - Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS.

 Two Million Six Hundred Eighty-Six Thousand Three Hundred Iventy-Four Feeos

 6 35/100 (P 2.696, 324, 35), 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 mander prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

Ø/

jil.

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,

8

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Eight itendred Five Thousand Eight Handred Rinety-Seven Pesos & 31/100 Philippine Currency, in the form of Performance Board as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the producement 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;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the flureau of Internal Revenue and a copy of its income and business tax returns duty stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Low" 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 bereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _______ day of

KIT PRIARAS CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Encity/Firm/Corporation

LAURO M. NEIADAS

By:

By:

REBECCA A, YNARES
Governord

- ANGONO KIZAL

121

Proprietor/Manager/President

MA, VICTORIAB TEIADA

NOTARIAL ACKNOWLEDGMENT

WITNESSES

REPUBLIC OF THE PHILIPPINES)

ANTIROLO CITY) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

LAURO Nº UBIATUS

TIN NO. 008-410-689

all known to me and to me known to be the same person's who executed the foregoing instrument and 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:

Rebebilitation/Imprevement of L. Wood St., Teytey, Rizel

WIFNESS MY HAND AND SEAL this ____

day of

AT PARTY OF A STATE OF

Antipolo City ANGLAND, KGZAL

Doc No. 107
Page No. 43
Book No. 2

Section 20 21.

anti the PROVINCE O Unit Caronica NOTARY PURESCASSION

PTT NO NAME AND PARTY AND PARTY NO NAME AND PARTY N



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 January, 2021

MS. MARIA TERESITA F. PAMINTUAN MJP CONSTRUCTION AND DEVT. CORP. Baras, Rizal

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to
MIP CONSTRUCTION AND DEST. CORP.—that work may proceed on the
Improvement/Rehabilitation of Cubrera Raud (Burol Road) Taytay, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A, YNARES

Governor &

I acknowledge receipt of this Notice on:

1-24-249

Authorized Signature:

Name of the Representative of the Bidder:

MARIA TÉRÉSICA F. PAMINTUAN

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

pursuant of the Sangganiang Panlalawigan Ordinance No. OMCP FY 2020

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Burns</u>, Rizel and herein represented by its Proprietor/President/General Manager, MARIA TERESTTA P. PANTITUAN, of logal age, Filipino citizen, single/married, resident of <u>Burns</u>, Rizel hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

Improvement/Rehabilitation of Cabrers Road (Burol Board) Taytay, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 15 December 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Million One Handred Teenty-Five Thousand Six.

Hundred Teelve Feere 3 11/100 (P 5.125, 612.11), Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within Facty (40) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. OCF FY 2020
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Five Militon One Hundred Twenty-Five Thousand Six Manired Treism Feece 4.

 11/100 (P 5,125,612,11), 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;

41/

THE THE

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or comployee 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 Con Million Pius Handred Thirty-Seven Thousand

 Six Handred Pighty-Three Pesos & 63/(a) (P. 1.537.683.63 (D. 1
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shalf be applicable in the implementation of this Agreement;

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

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

- U
 - 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's wolfare compensation for injuries, minimum wages, hours of work and other labor laws;
 - 10. The CONTRACTOR sliall 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 by der adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
 - 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to:
 - 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
 - 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 pertunent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

P CONSTRUCTION & DEVELOPM CORPORATION	RIZAL P	ROVINCIAL GOVER	NMENT
Entity/Firm/Corporation			
·	By:	6	
Proprietor/Macager/President	<u>u</u> N R	EDECCA A. YNARE Governos	Ś
lse.	WITNESSES	2/	
LOLITA B DE GUZMAN	1	MA. VICTORIA B. TI	<u>ADA</u>
(NO	OTARIAL ACKNOWLEDGM	ENT	
EPUBLIC OF THE PHILIPPINES TROPO CITY)) \$.S.		
BEFORE ME, a Notary Pub	lie for and in Antipolo City, pe	rsonally appeared the t	following
Name/Entity	Valid ID Presented	Date	Place
ON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
ia teresita e. parintua n	TD# NO. 213-5-4-783		

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

Improvement/Rehabilitation of Cabrers Road (Burol Road) Taytay, Risal

Antipol ANTO CAP Doc Mo. Page No Book M Series 2	o Cay 5, 7.74 203 42	HAND AND SEAL this	· .	day of Cardinal Cardon Cardon NOTARY PUBLIC for Angend R. December 3.1.24 Unit December 3.1.24 NOTARY PUBLIC FOR RIZA Unit December 3.1.24 NOTARY POSTER VIOLET NO 14-60 NOTARY POSTER VIOLET NO 14-60 NOTARY POSTER VIOLET NO 15-637 VIOLET NO 015-637 VIOLET NO 015-63