

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 July, 2021

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

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

ANROL CONSTRUCTION that work may proceed on the

Rehabilitation/Improvement of Baras Municipal Gymnasium, Brgy. Santiago, Baras, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

7/28/2071

Authorized Signature:

Name of the Representative of the Bidder:

ARENCE C. CACHO

CONSTRUCTION AGREEMENT 4

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
Cit	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and isting under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol reuniferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by GOVERNOR, HON REBECCA A. YNARES, herein referred to as the PROVINCE, and
Pro cit CC	a sole proprietorship/private corporation, duly gamized and existing under the laws of the Republic of the Philippines, with principal place of busines d office address at Funis City and herein represented by it oprictor/President/ General Manager, Clargency Canton of legal age, Filipine izen, single/married, resident of Finale City hereinafter referred to as the ONTRACTOR WITNESSETH, That, WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
po	Rebubilitation/Improvement of Saras Emmicipal Symmanium, Repr. Sentings, Haras, Sinch
Bit the folloon	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive of in a public bidding held last with the works and completion of the above said infrastructure works strictly in accordance with the lossing standards set forth in the bid documents, approved plant, program of works and specification is assistant of the amount of Seven Hillian the Bundred Barty Fire Theorems and Seven Hillian the Bundred Barty Fire Theorems and Seven Hillian the Bundred Barty Fire Theorems.
her	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto- reby agree as follows:
Do	 The whole works subject matter of this Agreement shall be completed within in Bundred Twenty (120) calendar days, in accordance with the provisious of the Bic currents, Approved Plans, Program of Works and Specifications and supporting/related document ich are integrated berewith and incorporated berein by way of reference, namely:
)	a SP Ordinance No. 2. 2. 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
1	 g. Hidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding envelopes h. Bid Security

for to

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. Addenda and Supplemental Bulletins

j. Notice of Award of Contract and the Contractor's Conformity thereto

k. Credit Line Certificate/NFCC/Certificate of Cash Deposit insued 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
Sovem Million Cae Nyodred Sixty Five Through	nd Three Sundayd Minedown Prints
and 64/100	(P 7 460 340 6k). Philippine
Currency, in consideration of the construction and only unless otherwise agreed by the parties, subject of this Agr manner prescribed by the Contract and specified in the Bid	eementas a contract price at the time and in the

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

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

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

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

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

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

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

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

	OF, the parties have hereunto sign at Antipolo City.	ed this Agreement t	this day of
ingol Unatraction	RIZAL P	ROVINCIAL GOV	ERNMENT
Entity/Firm/Corporation			
By loll-lol	By:	26	
Proprietor/Manager/President		Governos)	RES
1.	WITNESSES -		
LOLITA B. DE GUZA	JAN M	A. VICTORIZ B. T	EJADA
1 4	NOTARIAL ACKNOWLEDGE	MENT	
AND AND WAS ASSOCIATED IN	ES) S.S. 'ablic for and in Antipolo City, po	ersonally appeared th	ne following
Name/Enuty	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Pasaport No. PS239281A	August 5, 2028	Mamila
Clarence Uncho	101-140-125		
all known to me and to me know acknowledgment that the same is the present.	on to be the same person/s who beir free voluntary act and deed as	executed the forego- well us the entity the	ing instrument and at they respectively
This instrument, consisting written and has been signed by the p	g of three (3) pages including this narries bereto in each and every pag	s page wherein this is to beroof, refers to the	acknowledgment is Agreement for
Helmbilithtion/Amp	revenent of Surve Sunfoly	el Symposium, G	type santitues,
WITNESS MY HAND AND Antipolo City.	D SEAL thisday of	UL 2021 at Hizal	Provincial Capitol,
Doc No. 200 Page No. 42 Book No.		ATT JANES ALVI	ERUEAYA MOANOS
Series 2074		HOTAL PROPERTY NA	ME31.2021

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 July, 2021

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

Dear Mr. Goto:

The attached Contract Agreement having been approved, notice is hereby given to A.M. GOTO CONSTRUCTION that work may proceed on the

Repair/Repainting of 1-storey, 5-rooms Ynares School Building at Baras-Pinugay Integrated High School, Brgy. Pinugay, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

7.23.7071

Authorized Signature:

Name of the Representative of the Bidder:

ABNELM. GOTO

CONSTRUCTION AGREEMENT &

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized	
existing under Republic Act No. 7160, with reat of government at the Rizal Provincial Cap	etor
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this ac	t by
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and	
Andle Works Converse tion a sole proprietorship/private corporation, o	fuly
organized and existing under the laws of the Republic of the Philippines, with principal place of bush	ties
and office address at **Innagurent ** Anna ** and herein represented by Proprietor/President/ General Manager, ** and ** and herein represented by of legal age. Filip	
Proprietor/President/ General Manager, 2002 A 2002 of legal age. Filip	
citizen, single/married, resident of #Inning on the #Inning . hereinafter referred to as	thu
CONTRACTOR WITNESSETH, That,	77
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WHEDEAS, the BROVINGS declares that costain infrastructure works should be constructed	die
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sanggimiang Panlalawigan Ordinance No	4.15
pursuant of the Sangginlang Pantatawigan Oruntative No	
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Dorno-Pinussy Integrated Light Sphool, Bray, Finney, Barns, High	
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WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete	
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Respon-	SING
Bid in a public bidding held last 200 has accepted and binds itself to under	talke
the construction and completion of the above said infrastructure works strictly in accordance with	
following standards set forth in the hid documents approved plans, approxim of works and execification	
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, campaine sources	5000
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties her	
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hereby agroe as follows:	
I. The whole works subject matter of this Agreement shall be completed with	
Forty Four (14) calendar days, in accordance with the provisions of the	
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents	ents
which are integrated herewith and incorporated herein by way of reference, namely.	
INTERNATION OF THE POSSESSE OF	
a. SP Ordinance No. 10 Mee - No. 4, As 7021	
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 Bulletius	
j. Notice of Award of Contract and the Contractor's Conformity thereto	
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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 Autocompart in conference with the programs of the Contract	



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

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



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

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

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

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

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

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

	F, the parties have hereunto sign	ned this Agreement t	this day of
2.2 JUL 2021 *	Antipolo City,	VI	
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Entity/Firm/Corporation	KIZ,AI, P	ROVINCIAL GOV	ERNMENT
By: Zarak	By:	2	
Arnel M. Moto	====	υ	
Proprietor/Manager/President	- 3	Governory	RES
1	WITNESSES -		
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LOLITA B. DE GUZM	AN M	A. VICTORY B. T	EJADA
. / N	OTARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY 15	ES) S.S.		
BEFORE ME, a Notary Pa	ablic for and in Antipolo City, pe	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REHECCA A. YNARES	Passport No. 28239281A	August 5, 2028	Manils
Armel Na Woto	297_445_543		
all known to me and to me known acknowledgment that the same is the present. This instrument, consisting written and has been signed by the po	er free voluntary act and deed as of three (3) pages including this	s well as the entity the s page wherein this	at they respectively
Repair/Repairting o Pinuser Integrated High S		rao, Risal	ing at James
WITNESS MY HAND AND Antipolo City.	SEAL thisday of	2 JUL 2021	Provincial Capitol
Disc No. 208 Page No. 92		141-0	CONTRACTOR OF THE PARTY OF THE

PAR NO. 15500 1497 01224



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 July, 2021

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

Dear Mr. Bilog:

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

Repair/Repainting of 3-storey, 15-rooms NHA School Building at Painaan Elem. School, Heroes Ville Annex, Brgy. Pinugay, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

7.23.7071

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

06/21/2021 # 6

CONSTRUCTION AGREEMENT (

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

existing under Republic Circumferential Road on	AL GOVERNMENT OF RIZAL, a local government unit, duly organized and Act No. 7160, with sear of government at the Rizal Provincial Capitol, ener P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by REBECCA A. YNARES, herein referred to as the PROVINCE, and
III GOVERNOR, HOW	24 E 240 S 6 492
and office address Proprietor/President/ Go	a sole proprietorship/private corporation duly nder the laws of the Republic of the Philippines, with principal place of business at forces, filed and berein represented by its neral Manager, legal data is biled of legal age, Filipine resident of filed and bereinafter referred to as the
	PROVINCE declares that certain infrastructure works should be constructed in ang Panlalawigan Ordinance No
Noncin/Nonci	nting of 7 storey, to room but behood mailting at values one ville annex, dray, rinking, dayon, disal
to undertake the above s Bid in a public bidding l the construction and con following standards set fo	CONTRACTOR, warranting that it has the financial and, technical competence aid infrastructure works, has been doclared as the Lowest Calculated Responsive held last
even research of	
1. The whole Documents, Approved F	ORE, for and in consideration of the foregoing premises, the parties bereto works subject matter of this Agreement shall be completed within () calendar days, in accordance with the provisions of the Bid lans, Program of Works and Specifications and appporting/related documents with and incorporated herein by way of reference, namely.
a, SP Ordinance	No BELS Sens - a. a. Mart
	Availability of Funds
to the second of	n of Work and Detailed Estimate
e Construction S	s and Specifications
(3.4) VOLUME COLUMN COL	pression of Interest
g. Bidding Docum	ments including all the documents/statements contained in the winning
h. Bid Security) bidding envelopes
	upplemental Bulletins
	nd of Contract and the Contractor's Conformity thereto
k. Credit Line Ce	rtificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regula	itions implementing R.A. No. 9184
fatter hereby covenants w	on of the payment to be made by the PROVINCE to the CONTRACTOR, the oth the PROVINCE to construct and complete the infrastructure works subject of mity with the province of the Contract,
1 The PROVIN	ICE hereby covenants to pay the CONTRACTOR the amount of PESOS
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Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the

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- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
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- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
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Without prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, 6 2.7 JUL 2 at A	ne parties have hereunto sign stipolo City.	sed this Agreement t	his day of
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Entity/Firm/Corporation		AND COUNTY STATE OF THE STATE O	HATTA STEELERS
By:	By:	6	
Geral Own 12. Hiler	J#	REBECCA A. YNA	Dane.
Proprietor/Manager/President	15	Governor #	RES
<i>I</i>	WITNESSES -		
182		147	
LOLITA BEDE GUEMAN	w	A. VICTORÍA B. T	FIADA
1		I	EARLIN .
NOT	ARIAL ACKNOWLEDGE	HENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, pe	resonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P\$239281A	August 5, 2028	Manile.
Gerold Menn 37. Biles	4000140001		
all known to me and to me known to acknowledgment that the same is their t postent.	ree voluntary act and deed as	well as the entity the	at they respectively
This instrument, consisting of written and has been signed by the partie	three (3) pages including this s bereto in each and every page	s page wherein this is se hereof, refers to the	acknowledgment is Agreement for:
Repair/Sepainting of 3	anor, Brey. Jamey.	Sarang Right	ing at lidawa
WITNESS MY HAND AND SE Antipolo City.	AL thisday of	2 JUL 2024 Rical	Provincial Capitol,
Dec No. 204	9	ASSOCIATED STATE	HALLAY-MANON
Page No. 47 Book No. 2		MINITED TO THE	
Series 20//		NOTARY PLE	
A CONTRACTOR OF THE PARTY OF TH		MATERIAL PROPERTY.	

PAR MAIL ISSUE FOR TITLE



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 July, 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 UBLADAS CONSTRUCTION CORP. that work may proceed on the
Repair/Repainting of 1-storey, 5-rooms Ynares School Building at
Bombong Elem. School, Brgy. Bombong, Binangonan, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

7.23.702

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

organized and existing under the laws of and office address at		pine	s, with prin		hus	iness
Proprietor/President/ General Manager,				, of legal age		
citizen, single/married, resident of	Ministration Hand		hereinafter	referred to	2 155	the
CONTRACTOR WITNESSETH, That,						

Femaly/Vegainting of f storey, 5 years Thirms Tehnol Building at Desberg Ter. Debook, Proy. Tortong, History, History



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

1. The whole works subject matter of this Agreement shall be completed within This Till 188 (1901) 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. 25 10 Sag. So. 4. T. BUST
- 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. Hidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addends and Supplemental Bulletins.
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby coverants to pay the CONTRACTOR the amount of PESOS (P 1471100). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.



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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS (P as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding

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

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

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

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

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Documents,

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/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.

	, the parties have hereunto sign Antipolo City.	ned this Agreement t	his day of
-	CATTER STORY	V	
Entity/Firm/Corporation	RIZAL F	PROVINCIAL GOVI	ERNMENT
By: 00 1	By:	2	
Lucium Clad a du a		REBECCA A. YNA	ppq
Proprietor/Managor/President		Governor	NEO.
1	WTINESSES -		
1811			
LOLITA BOY GUZMA	N M	A. VICTORIA B. T	Y.IADA
/			AATEMINE.
NO.	YTARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.	T (C)		
BEFORE ME, a Notary Pub	olic for and in Antipolo City, p	m sonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REHECCA A. YNARES	Passport No. P\$230281A	August 5, 2028	Manila.
- Iguro Welsdan	(17-14)-189		
all known to me and to me known actnowledgment that the same is their present.	to be the same person/s who r free voluntary act and deed as	executed the foregon well as the entity the	ing instrument and at they respectively
This instrument, consisting o written and has been signed by the par	of three (3) pages including this ties hereto in each and every page	s page wherein this a se hereof, refect to the	acknowledgment is Agreement for
Repuir/Repainting of Flow, School, Bray, Bombo	1 story, 1 rooms Francisco, Sinci		in distan
WITNESS MY HAND AND	SEAL this day 22	JUL 2021 at Rizal	Provincial Capitol
Antipolo City.	and the same of th	A a	Townstat Capitol
Due No. 209		1112	MINERAL STREETS
Page No. 42 Book No. 2		NOTARY PUR	WELL COLUMN
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PIN UB. 1598174W BIZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 July, 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 UBLADAS CONSTRUCTION CORP. that work may proceed on the

Repair/Repainting of Ynares School Bldgs. at Sapang Elem. School, Brgy. Sapang, Binangonan, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

1.50 Ed. L

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT |O

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized a existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
att 15 today Construction Comparation , a sole proprietorship/private corporation, de
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Paulalawigan Ordinance No. 100 100 100 100 100 100 100 100 100 10
Regular/Augustating of Yndres School Unitidings of Supreme Steel, School, Story, Saladay, Sincerpoon, Since
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competen to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsible in a public bidding held last
Figure 1 11 to Four Tenne and 11/120 (P. 1, 200, 112, 57). Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here hereby agree as follows:
 The whole works subject matter of this Agreement shall be completed with 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. 3 3 3 3 3 5 4 , n. 3024
b. Certificate of Availability of Funds
e. Scope/Program of Work and Detinled Estimate
d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest
 Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
h Bid Security
i Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto
 Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESC
- the Citizen Co. Services Dately Plan January Co. Surdent City Your Copps.
- 1,232,138,03 / Palippii
Currency, in consideration of the construction and only upon completion of the infrastructure work unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
- 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 Agroement.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have becounto signed this Agreement this day of at Antipolo City. Wit Children Conet. Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES Lauro H. Ibladan Proprietor/Manager/President Covernors-WITNESSES MA. VICTORIAJE, TEJADA LOLPTA BYBE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 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 005-Hrs-639 Lougo No Diriction

all known to and and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary set and doed 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

Application inting of Yourne chool sufficient at house line School Stray. Daylong, Single-School Stray. Single-School Stray.

WITNESS MY HAND AND SEAL this _____day of 2 2 JUL 2021 Provincial Capitol, Antipolo City.

Doc No. 24/3 Page No. 2 Book No. 2 Series 20 21

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 July, 2021

MS. MA. ELENA C. DEL ROSARIO

M. DEL ROSARIO CONSTRUCTION AND TRADING
Binangonan, Rizal

Dear Ms. Del Rosario:

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

M. DEL ROSARIO CONSTRUCTION AND TRADING that work may proceed on the

Imprv. of Perimeter Fence and Covered Pathwalk at Subay Elem. School, Brgy. Subay, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

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REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

עסב. בכיל

Authorized Signature:

Name of the Representative of the Bidder:

MA. ELENA C. DEL ROSARIO

CONSTRUCTION AGREEMENT /<

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The I	PROVINCIAL	GOVERNMEN	NT OF RIZAL,	a local govern	ment unit,	duly organize	d and
existing unde	er Republic A	ot No. 7160, v	with sent of go	venument at t	he Rizal I	rovincial Ci	mital.
		r P. Oliveros St., EBECCA A. YN					act by

No del Hessrie Senstruction & Co	eding a	sole propriet	orship/pri	vate con	porati	on, duly
organized and existing under the laws of the						
Proprietos/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Lab . N ame.	reserve.	16.78	of legal	nge,	Filipino

Improvement of Purinctor Fodes and Sowwed Pathwalk as July Flams School, Brgy. Subsy. Cardons, Stant

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 June 11, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the above said infrastructure works arrically in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the above said infrastructure works. Approved plans program of works and specification in consideration of the amount of the above said infrastructure works.

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 a corting (ag) 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.
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidden's two (2) bidding cavelopes

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- h. Did 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;





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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudace to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other 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 provizions of Republic Act No. 9184 shall be applied in this Agreement.
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will extitle 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 stud all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry. Arbitration Commission to resolved shall be

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

Without prepidice 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 Equidated damages and restriction for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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 islate located.

IN WITNESS WHEREOF, the parties have becomen signed this Agreement this ____ at Antipolo City. He del Fossirio Venstrustica & Tracing RIZAL PROVINCIAL GOVERNMENT Entiry/Firm/Corporation By cal convic Mobilitalia REBECCA A. YNARES Proprietor/Manager/President Governor WITNESSES MA VICTORIA II TEIADA LOLITA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 155. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Empy Valid ID Presented Place Date HON REHECCA A YNARES Paupert No. P8219281A Aurest 5, 2025. Marula LIA SUEWA C. DEL ROLAND PRO ID NO. DOIT 892 Sept 2 mar Manilar

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 hirror, refers to the Agreement for

Improvement of Posisitar Venes School, Ergy. Wiley, Cardon, Fiz.1	one Joveres buthowle of oppoyelen.
WITNESS MY HAND AND SEAL this Antipolo City. Duc No.	AT WALL SELECTION OF STREET AND SHOWN AT A STREET AND SHOWN AS A S



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 July, 2021

MR. POCHOLO A. PASAY PA PASAY CONSTRUCTION Cardona, Rizal

Dear Mr. Pasay:

The attached Contract Agreement having been approved, notice is hereby given to PA PASAY CONSTRUCTION that work may proceed on the

Repair/Repairting of 1-Stores 3-Rooms Vingres School Building

Repair/Repainting of 1-Storey,3-Rooms Ynares School Building Subay Elem. School, Brgy. Subay, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

23 JULy 21

POCHOLO A. PASAY

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
PA Passy 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, aizal, and herein represented by its Proprietor/President/General Manager,, of legal age, Filipino citizen, single/married, resident of, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. Research No. 04, 50 2021 namely:
Repair/Repainting of 1 storey, 7 rooms Theres School Building at Subay Slem. School, Brgy. Subay, School, Sizol
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Thirty int () 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. No. 10 Post No. 00, 1. 1021
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 Deposit issued in accordance to the
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in according to the control of the control o
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 and 35/100 Million One Sundred Righty One Thousand (ne Hundred Five Fesos and 35/100 Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the
unless otherwise agreed by the parties, subject of this Agreement as a contractor; manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Fifty Four Thousand Three Hundred Phirty One Pesos and 61/100 (P 354, 331,61)

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

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

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



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

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

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

IN WITNESS WHEREOF,	, the parties have hereunto sig Antipolo City.	med this Agreement to	his day of
Entity/Firm/Corporation	RIZAL	PROVINCIAL GOVE	ERNMENT
Editor in confermion		1	
By:	By:	8	
Proprietor/Managet/President		Governor Governor	RES
/ / .	WITNESSES		
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LOLITAES, DE QUEMA	N_ N	иа. VICTORТЫ В. Т	EJADA
, NO	OTARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY) S			
BEFORE ME, a Notary Pu	blic for and in Antipolo City,	personally appeared the	ne following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
Pecholo Passay	149-308-718		
all known to me and to me known acknowledgment that the same is the present.	ir free voluntary act and deed	as well as the entity to	at mey respectively
This instrument, consisting written and has been signed by the pa	of three (3) pages including t rties hereto in each and every p	his page wherein this page hereof, refers to th	acknowledgment is a Agreement for:
Elem. School, Brgy. Subsy,			
WITNESS MY HAND AND Antipolo City.	SEAL thisday of _	22 JUL 204 Riza	d Provincial Capitol,
		a	
Page No		ATT XIA TO THE	mark Commen
Book No Series 20		HOTARY PUBLICANTE	REEFEA-ADAMOS
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		ROLL W. S. T. P. M. W. W.	

PTR NO. 15581749/10/ZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 July, 2021

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

Dear Mr. Bilog:

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

Extension of 10x24m Ynares Multi-Purpose Covered Court
Bayugo Elem. School, Brgy. Bayugo, Jalajala, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

7.28.707

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

06/21/2021 # 17

CONSTRUCTION AGREEMENT 17.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Circumferential Road corner	GOVERNMENT OF RIZAL, a local government unit, duly organized to No. 7160, with sent of government at the Rizal Provincial Capit P. Oliveros St., Brgy. San Roque, Astipolo City, represented in this act BECCA A. YNARES, herein referred to as the PROVINCE; and
JOS Dulls fem.	, a sole proprietorship/private corporation, d
organized and existing under and office address at Propositor President/General	the laws of the Republic of the Philippines, with principal place of busin and berein represented by Manager, of legal ago, Filip sident of
WHEREAS, the PRO pursuant of the Sangguniang	OVINCE declares that certain infrastructure works should be constructed Puntalawigan Ordinance No. FREE STEE NO. DE . NO. DE harnely.
Fixtenian of to makest, lingue layues,	alba Yangun Haltijurione Covered Court at Bajugo Mare Julajala, Wisol
to undertake the above said i Bid in a public bidding held the construction and comple following conducts set forth	NTRACTOR, warranting that it has the financial and, technical competer infrastructure works, has been declared as the Lowest Calculated Responsions of the above said infrastructure works strictly in accordance with in the hid documents, approved plans, program of works and specification of the above said infrastructure works strictly in accordance with in the hid documents, approved plans, program of works and specification of the statements of the statements.
Pence me 54/100	(P 1,000, 15,05), Philippine Currence
hereby agree as follows:	E, for and in consideration of the foregoing premises, the parties her
1. The whole we	orks subject matter of this Agreement shall be completed with the provisions of the s. Program of Works and Specifications and supporting/related document and incorporated herein by way of reference, namely:
i. The whole we startly start the whole we startly start the Documents, Approved Plans which are integrated berewill	orks subject matter of this Agreement shall be completed with the provisions of the specifications and supporting/related document and incorporated herein by way of reference, namely:
1. The whole we stage to be stage to stage to stage to be stage to	orks subject matter of this Agreement shall be completed with the provisions of the s. Program of Works and Specifications and supporting/related document and incorporated herein by way of reference, namely:
1. The whole we stage to the whole we stage to stage to the whole we stage to the which are integrated berewill a SP Ordinance No. b. Certificate of Ava.	orks subject matter of this Agreement shall be completed with the provisions of the s. Program of Works and Specifications and supporting/related document and incorporated herein by way of reference, namely:
1. The whole we stage to the whole we stage to stage to the whole we stage to the which are integrated berewill a SP Ordinance No. b. Certificate of Ava.	orks subject matter of this Agreement shall be completed with a calcular days, in accordance with the provisions of the s. Program of Works and Specifications and supporting/related document and incorporated herein by way of reference, namely: No.
1. The whole we stage to the whole we stage to stage to the which are integrated berewill a SP Ordinance No. b. Certificate of Ava c. Scope/Program of d. Drawing, Plans an c. Construction Sche	orks subject matter of this Agreement shall be completed with the provisions of the calendar days, in accordance with the provisions of the s. Program of Works and Specifications and supporting/related document and incorporated herein by way of reference, namely: Metall 2004 M
1. The whole we start y start as follows. 1. The whole we start y start as Documents, Approved Plans which are integrated berewill a SP Ordinance No. b. Certificate of Ava. c. Scope/Program of d. Drawing, Plans an c. Construction Sche f. Request for Expres	orks subject matter of this Agreement shall be completed with the provisions of the strong of Works and Specifications and supporting related document and incorporated herein by way of reference, namely: Mark 2004 Mar
1. The whole we start a second of the second	orks subject matter of this Agreement shall be completed with a calcular days, in accordance with the provisions of the s. Program of Works and Specifications and supporting/related document and incorporated herein by way of reference, namely:
1. The whole we start a second of the second	orks subject matter of this Agreement shall be completed with a calcindar days, in accordance with the provisions of the s. Program of Works and Specifications and supporting/related document and incorporated herein by way of reference, namely: Mean
1. The whole we start a start	orks subject matter of this Agreement shall be completed with a calcindar days, in accordance with the provisions of the s. Program of Works and Specifications and supporting/related document and incorporated herein by way of reference, namely: Medical Rose, No. 10, 10, 2021
1. The whole we startly starts Documents, Approved Plans which are integrated berewill a SP Ordinance No. b. Certificate of Ava. c. Scope/Program of d. Drawing, Plans an c. Construction Sche f. Request for Expres g. Bidding Documen bidder/s two (2) bith. Bid Security 1. Addenda and Supply Notice of Award o	orks subject matter of this Agreement shall be completed with a calcindar days, in accordance with the provisions of the s. Program of Works and Specifications and supporting/related document and incorporated herein by way of reference, namely: Mail 1966 1967 1967 1967
I. The whole we be a superior state to the whole we be a superior state to the superior of the	orks subject matter of this Agreement shall be completed with a calcindar days, in accordance with the provisions of the s. Program of Works and Specifications and supporting/related document and incorporated herein by way of reference, namely: Medical Rose, No. 10, 10, 2021
1. The whole we start a start	orks subject matter of this Agreement shall be completed with the provisions of the stand of works and Specifications and supporting/related document and incorporated herein by way of reference, namely: Next 1986, 100 and provided for the provision of the same of the documents of the same of the documents statements contained in the winning idding envelopes of contract and the Contractor's Conformitythereto feate/NFCC/Certificate of Cails Deposit issued in accordance to the us implementing R.A. No. 9184
1. The whole we startly starts Documents, Approved Plans which are integrated berewill a SP Ordinance No. b. Certificate of Ava. c. Scope/Program of d. Drawing, Plans an c. Construction Sche f. Request for Expres g. Bidding Document bidder/s two (2) bith. Bid Security 1. Addenda and Supp. j. Notice of Award of k. Credit Line Certificates and Regulation 2. In consideration with	orks subject matter of this Agreement shall be completed with the provisions of the calendar days, in accordance with the provisions of the s. Program of Works and Specifications and supporting/related document and incorporated herein by way of reference, namely: Next 1864,
1. The whole we startly starts Documents, Approved Plans which are integrated berewill a SP Ordinance No. b. Certificate of Ava. c. Scope/Program of d. Drawing, Plans an c. Construction Sche f. Request for Expres g. Bidding Document bidder/s two (2) bith. Bid Security 1. Addenda and Supp. j. Notice of Award of k. Credit Line Certificates and Regulation 2. In consideration with	orks subject matter of this Agreement shall be completed with the provisions of the stand of works and Specifications and supporting/related document and incorporated herein by way of reference, namely: Next 1986, 100 and provided for the provision of the same of the documents of the same of the documents statements contained in the winning idding envelopes of contract and the Contractor's Conformitythereto feate/NFCC/Certificate of Cails Deposit issued in accordance to the us implementing R.A. No. 9184
1. The whole we start a start	orks subject matter of this Agreement shall be completed with the provisions of the standard days, in accordance with the provisions of the standard document and incorporated herein by way of reference, namely:
1. The whole we start a start	orks subject matter of this Agreement shall be completed with the provisions of the calendar days, in accordance with the provisions of the s. Program of Works and Specifications and supporting/related document and incorporated herein by way of reference, namely: Next 1864,

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- 4 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Fundings #16ty Four Fundings (P. 650, 656, 65...)

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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 nuttained 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 among from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry. Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 17 to resort to other alternative modes of disputes resolution.

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

Jurisdiction over civil cases or and 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

COLUMN TO THE PARTY OF T	The fact that are a completely the state of the contract of th	of this Assessment O	us day o
	F, the parties have bereunto signs r Antipolo City.	ad titti ygroement ti	ununy o
GED Buildern	RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By:	By:	6	
Secold New No. 2 Sales	R	EBECCA A. YNAI	RES
Proprietor/Manager/President		Covernor	
1 -	WITNESSES		
141	Montaneses.	570	
Land of the more	CONC. SIMI	A. VICTORIA B. T	PJADA
LOLITA'B. DE GUZM			Laker
l s	OTARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINI ANTIPOLO CITY	ES) S.S.		
BEFORE ME, a Notary P.	ublic for and in Antipolo City, po	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Dute	Place
HON RESECCA A YNARES	Pasaport No. P8239281A	August 5, 2028	Manila
Carald Year AJ Diler	*05-191-1975.		
all known to me and to me know acknowledgment that the same is the present.	on to be the same person/s who seir free voluntary act and deed as	executed the forego well as the entity th	ing mutrument an at they respectively
This instrument, consisting written and has been signed by the p	g of three (3) pages including the parties hereto in each and every page	n page wherein this ge hereof, refers to the	acknowledgment is e Agreement for
Satenaion of 10x24m School, Brgg. Sayuge, Jab	Theres Differences over	red Sourt of B	nyuge tions
2000 1000 1000	D SHAL this day of	2 2 JUL 2021	Provincial Capitol
WITNESS MY HAND AN	D SEAC this day or	, m P.U.	r a to the meant realization
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 July, 2021

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES that work may proceed on the Repair/Repainting of Ynares School Buildings at Bugarin Elem. School, Brgy. Halayhayin, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

7.23.7071

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN'B. RIVERA

CONSTRUCTION AGREEMENT 2Z

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

THE ACAZEMENT HIDD and entered him by and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act b
its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE, and
7. 4000 C
Yescaler Construction - surgices a sole proprietorship/private corporation, du
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at source, the same form represented by a
and office address at Norong, Rand , and herein represented by a Proprietor/President/General Manager, Novin a street , of legal age, Filipin critizen, single/married, resident of Horong, Manager, hereinafter referred to me the
citizen, single/married, resident of more and a necessaries and an in
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed
pursuant of the Sangguniang Fanlalawigan Ordinance No. 200 200 No. 4, 2, 202 namely:
brandary of the Studgutters Landard Arthurst (10)
Second of Seprenting of Yeares School Buildings at Dagaris Alenconcl.
bruy. Halaybayin, Pilila, Pinal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competen-
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
Bid in a public bidding held last June 21, 2021 has accepted and binds itself to undertain
the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the bid documents, approved plans, program of works and specification
consideration of the amount of the Million his hearted bighty out thousand the
Emilyed Exacts Fancis and 76/450 (P 1,664, 500.76), Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here
hereby agree as follows:
neredy agree as jonows.
1. The whole works subject matter of this Agreement shall be completed with
seventy Tree (72) calendar days, in accordance with the provisions of the B
Documents, Approved Plans, Program of Works and Specifications and supporting/related document
which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. () and (
b. Certificate of Availability of Funds
e. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes
h. Bid Security
Addenda and Supplemental Bulletins Notice of Award of Contract and the Contractor's Conformitythereto
1. Notice of Award of Contract and the Contractor's Contractory instead in accordance to the
k. Credit Line Certificate/NFCC/Certificate of Clash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9124
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
2. In consideration of the payment to be made by the PROVINCE to the Editorial Works subject
latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject
this Agreement in conformity with the province of the Contract;
TO BROWNING A SHARE AND A CONTRACTOR OF BUSINESS OF PERC
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESC
3 10000000
Currency, in consideration of the construction and only upon completion of the infrastructure work
currency, in consideration of the construction and only upon completion of the interest unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the
minner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;
minimise preservoed by the Commercial spectred in the risk and as agreed of the Commercial



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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS (P. 100 and P. 100 as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents.

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period.
- 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 incomment 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 it least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may research or terroinate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

ompetence c

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 22 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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 day of IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. Tourier Construction & Supplies RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By. REBECCA A. YNARES Proprietor/Munager/President Governord WITNESSES ORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Pince Valid ID Presented Date Name/Entity Pasaport No. P8239281A Angum 5: 2028 Manila HON REBECCA A. YNARES all known to me and to me known to be the same person's who executed the foregoing instrument and present.

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

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

Repair/Repairting of Thores School Buildings at marrin Slen. School, Bray. Beloghayin, Pilille, Minsi

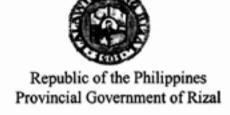
day of 2 2 JUL 2021 Rigal Provincial Capitol, WITNESS MY HAND AND SEAL this Antipolo City.

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 July, 2021

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

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES that work may proceed on the

Improvement of Ynares Multi-Purpose Covered Court at Silangan National High School, Brgy. Silangan, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

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REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PORFIRIO P. MINA

CONSTRUCTION AGREEMENT 26

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic As Curcumferential Road corner its GOVERNOR, HON, RE	ct No. 7160, with seat P. Oliveros St., Brgy, S EBECCA A. YNARES,	t of government San Roque, Antipo herein referred to	
CID-III carrangetions		, a sole propri	etorship/private corporation, duly
organized and existing under	the laws of the Recorbia	ic of the Philippins	s, with principal place of outsides
and office address at	THENRY HITCH	and	herein represented by it of legal age, Filipine compatter referred to as the
Proprietor/President/General	Manager,	Trans.	creinafter referred to as the
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	Theres bulliparts		rt at Pilingen Egitorii
to undertake the above said in Bid in a public bidding held the construction and comple	infrastructure works, has last duration of the above said	been declared as has acc infrastructure wor	nancial and, technical competence the Lowest Calculated Responsive epted and binds itself to undertak ks strictly in accordance with the grain of works and specification is). Philippine Currency
Dendred Lichts Five 7	sens and 65/400-	(P 2,323), Philippine Currency
- 6.38 ft.34	s, Program of Works a	days, in accordar nd Specifications	ent shall be completed within nee with the provisions of the Bi and supporting/related document nee, namely.
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b. Certificate of Ava			
	Work and Detailed Esti-	mate	
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f. Request for Expre			
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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract.
- 5. It is understood that prior to the signing of this Agreement, the Contractor has potted the required performance security of PESOS is an included a received the Theorems and Theorems (P. 1982). Philippine Currency, in the form of ________ as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7 For the duration of the Contract, a Contractor's All Rink Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

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

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

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Documents,

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

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

INJUITARISS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT 196 Entity/Firm/Corporation By: By: A. YNARES notor/Manager/President Governor WITNESSES LOLITABL DE GUZMAN. NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) 18.8. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name/Entity

94.00LA00LENO

HON REBECCA A VNARCES

Pasaport No. PR239281A

August 5, 2028

Minila

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

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

Improvement of Tarres Fultimaryons Severed Court of Piloness H. tinnal tich tahini, bray, tilinger, her lates, Mani-

WITNESS MY HAND AND SEAL thin

day of 2 2 JUL 2021s Rizat Provincial Capitol.

Antipolo City.

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 July, 2021

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

Dear Mr. Ubiadas:

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

KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the

Construction of Perimeter Fence at Ilaya Elem. School, Brgy. Tandang Kutyo, Tanay, 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:

7. 23 2021

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 28

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS My applied Posts Can Thomas Posts Hundred (P. 1841, 1982).

 Philippine Currency, in the form of as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8 The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether 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 research or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
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- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to.
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry. Arbitration Commission to resolved shall be.

Documents,

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to say mutual agreement of the parties bereto to agree in writing 28 to resort to other alternative modes of disputes resolution.

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

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

IN ANTINESS WHEREOU	F, the parties have hereunto signe t Amipolo City.	d this Agreement th	isday of
Entity/Firm/Corporation	REZAL PR	OVINCIAL GOVE	ERNMENT
By: Sudial	By:	EBECCA A. PAA	RES
Proprietor/Manager/President		Governor &	
	WITNESSES		
100	000000000000000000000000000000000000000	-2	
LOLITA BANE GOZM	AN_ MA	. VICTORINA. T	EJADA
/ N	OTARIAL ACKNOWI, EDGM	ENT	
REPUBLIC OF THE PHILIPPINE	DES.		
	S.S.		
BEFORE ME, a Notary Pr	ublic for and in Antipolo City, per	sonally appeared th	e following
Namo/Entity	Valid ID Presented	Dute	Place
HON REBECCA A. YNARES	Pamport No. P8239281A	August 5, 2028	Manila
Lauro 21. Chindre	000-410-539		
all known to me and to me know acknowledgment that the same is the present.	on to be the same person's who e wir free voluntary act and deed as	necuted the forego- well as the entity the	ng instrument and it they respectively
This instrument, consisting written and has been signed by the p	of three (3) pages including this natios hereto in each and every page	page wherein this a boreut, sefera to the	acknowledgment is Agreement for
Construction of Particutyo, Temps, Hisel	ineter Paper of Lines 524	n. School, Srgy	· Dandang
WITNESS MY HAND AND Antipolo City.	D SEAL thisday of 2.2	JUL 2024 Rival	Provincial Capitol,
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

22 July, 2021

MS. NOEMI D. SORIANO RSS CONSTRUCTION AND SUPPLIES Teresa, Rizal

Dear Ms. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to
RSS CONSTRUCTION AND SUPPLIES that work may proceed on the
Repair/Repainting of Ynares School Building and Ynares
Multi-Purpose Covered Court at Brgy. Dalig, Teresa, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

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NOEM**T B. SO**RIANC

CONSTRUCTION AGREEMENT 30

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
RSS Construction Supplies , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Teresa, tital and herein represented by its Proprietor/President/General Manager, tooming of legal age, Filipino citizen, single/married, resident of Teresa, Nizal hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. Problem 100 4 6 6 2021 namely:
Repair/Repainting of Ymares School Suilding and Ymares Eultipurpose Govered Court at Brgy. Dalig, Tereso, 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
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 Ninety () calendar days, in accordance with the provisionsof the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. Res. 4, s. 2021 b. Certificate of Availability of Funds
 c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security
 i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto
 k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESO Two Million Two Hundred Fifty Six Thousand Two Hundred Eventy Two Esos (P_2,256,272,04), Philippin Currency, in consideration of the construction and only upon completion of the infrastructure work unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;
manner prescribed by the Contract and specified in the Bid and as agreed apon by the

- 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 Six H ndred Seventy Six Thousand Eight Hundred

 ighty One Pesos and 61/100 (P 676.881.61)

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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;
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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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	the parties have hereunto signed Antipolo City.	this Agreement thi	s day of	
Entity/Firm/Corporation	RIZAL PRO	OVINCIAL GOVER	RNMENT .	
Ву:	By:	6		
Noem D. oriano	RE	REBECCA A. YNARES		
Proprietor/Manager/President		Governor &		
' /.	WITNESSES			
LOLITA P. DE EUZMA	AN _ MA	. VICTORIA B. TE	EJADA	
(NO	OTARIAL ACKNOWLEDGM	ENT		
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY) S				
BEFORE ME, a Notary Pu	blic for and in Antipolo City, per	sonally appeared the	following	
Name/Entity	Valid ID Presented	Date	Place	
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila	
Noemi D. ~oriano	16(-0) (-50)			
all known to me and to me known acknowledgment that the same is the present.	eir free voluntary act and deed as	well as the entity the	at they respectively	
written and has been signed by the pa	of three (3) pages including this arties hereto in each and every page	s page wherein this a ge hereof, refers to the	acknowledgment is Agreement for:	
Repair/Repainting of Covered Court at Bry	Ynares School Suiloing gy. Dalig, Teress, Sizel		tipurpose	
	2 2 JUL 2 SEAL thisday of	Mr.	l Provincial Capitol	
WITNESS MY HAND AND Antipolo City.	SEAL thisday or	, at Rize	i riorminai Capitoi	
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