

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:

Authorized Signature: Name of the Representative of the Bidder:

CONSTRUCTION AGREEMENT 4

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road conser 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

Anreal 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 <u>Fuelg City</u> and herein represented by its Proprietor/President/ General Manager, <u>Citerence Cantoo</u> of legal age, Filipino citizen, single/married, resident of <u>Fuelg City</u> , hereinafter referred to as the CONTRACTOR WITNESSETH, That,

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

Mebsoilitetics/Laprovement of Serns Emmicipal Symmetries, Sery.

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>June 21, 2021</u>, has accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Joven Hillion Cas Hundred Marty Five Discussed Discuss</u> Hundred Finetone Pance and 66/100 (P.2,165,319,66). Philippine Currency.

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

 The whole works subject matter of this Agreement shall be completed within <u>One Hundred Dentry</u> (<u>120</u>) 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.21, #+ 2020
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- c. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning
- bidden's two (2) hidding envelopes
- h. Bid Security
- i Addenda and Supplemental Bulletins
- J. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit 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 Hillion One Numbered Dirty Five Theorem 1 Tores Suprem Hindberg Prove and 64/100 (P. 7, 165, 319, 64)). Philippine

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

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

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

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

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, Thus, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this A 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 bereanto signed this Agreement this day of at Antipolo City.

By:

ingol Genetricties Entity/Firm/Corporation Antonio Capito Proprietor/Manager/President

LOLITA B. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES

Governos

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA & YNARES	Passport No. PS239281A	August 5, 2028	Manila
Gargant Capho	919_310_438		

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

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

Nebabilithtion/Suprovement of Euros Funicipal Symmetry, Santiaco, Barve, Rinal

WITNESS MY HAND AND SEAL this	day of 2021 at Hizal Provincial Capitol,
Doc No. 200 Page No. 92 Book No. 2 Series 200	A TAN MARTIN AL VERULAYA MOANDA HOTAN MOLANE PHEME 31, 2021
	1 The second
7	P. I.C. Prove a miner of the Infants.



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

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

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. 7166, with reat of government at the Rizal Provincial Capitol, Circumferential Read 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

AeHe Goio Gonstruction , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Hinningunon</u>, ALARS Proprietor/President/ General Manager, <u>Annal A. Anto</u> citizen, single/married, resident of <u>Hinningunon</u>, Hinning , and herein represented by its of legal age, Filipino 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.

Sepair/Sepainting of 4 storey, 5 room inares labool Suilding st Berne-Financy Integrated Liph School, Mrsy, Finnysy, Maras, Highl

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 durin 21, 2029 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 lawen Hundred Minety Che Theomson Three Stansty Right Feace and 97/100 (P 771, 995-77), Philipp), Philippine Currency,

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

1. The whole works subject matter of this Agreement shall be completed within (14) calendar days, in accordance with the provisions of the Bid Corty Sour 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. 2018 The To. 4, 4, 5021
- b. Certificate of Availability of Funds
- e, Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications.
- c. Construction Schedule
- E Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidden's two (2) bidding envelopes
- h. Bid Security
- i Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
- Rules and Regulations implementing R.A. No. 9184

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE 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 Sames Hundred Hingty Cas Thurson's Since Hundred Minety Sight Peace and 977400 (P 291,558,97), Philippine

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

4. The CONTRACTOR warmants that he has not given nor promised to give any money or gifl to any official or employee of the PROVINCE, or any Government matrumentality to secure this Contract, S

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS (P 277,410.69) (P 277,410.69) Philippine Currecky, in the form of as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7 For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the 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 resend or terminine the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

13. In this words and expressions shall have the same 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 doly stamped and received by the BIR and doly validated with the tax payments made thereon.

15. Any and all disputes aroung from the implementation of this Agreement shall be submitted to imbitrators 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

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this S Agreement, without prejudice, however to any mutual agreement of the parties 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 ervil 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 hoth at the discretion of the Courts.

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

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

A.M. Ogto "dustruction Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES

Governora-

By:

Artel N. Goto

1 August

Propriotor/Manager/President

WITNESSES -

By:

LOLITA B.

MA. VICTORE B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON REHECCA & YNARES	Passport No. 98239281A	August 5, 2028	Manila
Arnel N. Sote	297.445-343		

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

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

Repair/Repainting of 1 storey. Finagey Integrated High School, Brey.	Former Ymerses School Building at Series
WITNESS MY HAND AND SEAL this	day of 2 2 JUL 2021
Dec No. 208 Page No. 92 Book No. 9	NOTARY PUBLIC
Series 20 A	01111111012201111,72000704244 012110741107000742,02024 040400,1552011497012244



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

I acknowledge receipt of this Notice on:

7.23 707

Authorized Signature: Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS.

This AGREEMENT made and entered into by and between

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

, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and herein represented by its Horney, Marsh and office address at Proprietor/President/ General Manager, of legal age, Filipino Serild Roun Ma Silos citizen, single/married, resident of hereinafter referred to as the 1.20 -Conversion of CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. _ 1 mm, No. h. a. 2021 namely.

Sector/Repainting of 7 sharey, 1 room 55% School Building at Values Mar. School, Herone Wille Annex, Hrgy, sindary, Seron, Hind

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been doclared as the Lowest Calculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification inconsideration of the amount of One Highlich Over Hundred Pornty Light Thermould Forth Hervest Passes and Styrico

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heretohereby agree as follows.

1. The whole works subject matter of this Agreement shall be completed within (15) 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 2021 Idea - - - - - 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
- Addenda and Supplemental Bulletins
- Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the

Rules and Regulations implementing R.A. No. 9184

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

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

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

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

 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."

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 fail 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

1

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 signed this Agreement this _____ day of 2.2 Jul 2 _____ at Antipolo City.

WTHE REAL FOR RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Maralo Man SJ. Hilor REBECCA A. YNARES Proprietor/Manager/President Governor & WITNESSES RIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA & YNARES	Passport No. P\$239281A	August 5, 2028	Manila
Gerald Mean 33. Biles	516m246m329		

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

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

Repair/Hepainting of 3 story, 5 room Insres School Suilding at Minnan Slam, Johool, Enrope Ville Americ, Bryy, Minney, Maran, Final

WITNESS MY HAND AND SEAL this	day of 22 JUL 2024 Rizal Provincial Capitol,
Dec No. 204 Page No. 2 Book No. 2 Series 20	A LAC MARKES PLATE TO 221 STOTART PUBLIC
	HAR AN ISSUESSMER

3



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:

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. 7166, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliverus SL, Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

Not Definition Construction Correction, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of husiness and office address at <u>Binesements, Risel</u> and herein represented by its Proprietor/President/ General Manager, <u>La treo 7, Binesements</u>, of legal age, Filippino eitizen, single/married, resident of <u>Binesements, Binesements</u>, Binesements, Binesements,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 2010,

Fernda/Vepsinting of 1 storey, 5 gross Thirss [chool Tailding at Headedge 11er, Indeed, Hear, Hontony, History, Histo

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>dues</u> 21, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved plans, program of works and specification in consideration of the amount of <u>One PLLIS on the Instrument Therey areas Theusettd Four</u> <u>humbred Theorem to the logical and 87/100</u> (P 1, 197, 121, 67). (P 1, 197, 121, 67), Philippine Currency.

NOW, THEREFORE, for and m 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
 <u>Thirty</u>
 (_30__) 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. 2013 Eng. So. 4. W. Bien
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning
- bidder/s two (2) bidding envelopes

h. Bid Security

- i. Addends and Supplemental Bulletins.
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

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

(P 1 132 hot, 67 3. Philippine Currency, in consideration of the construction and only upon completion of the unfrastructure 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 Bist and as agreed upon by the Contractor.

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS (Philippine Currency, in the form of 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 resend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, 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 toxes in full and on time, failure to do so will enote the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. Thus, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

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

By:

in Courts Core. Entity/Firm/Corporation

Lauro Ubindua Proprietor/Manager/President

By:

REBECCA A. VNARES Governor

WITINESSES -

MA. VICTORIA B. TEJAD

RIZAL PROVINCIAL GOVERNMENT

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON REHECCA A. YNARES	Passport No. P\$230281A	August 5, 2028.	Manila
Louis University	COLLAR SOL		

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

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

legals/Repainting of 1 storey.	1 room Trares School, Building at Scatter, State State
WITNESS MY HAND AND SEAL this Antipolo City. Due No Proge No Book No Series 20 21	day of 2 JUL 2021 at Rizal Provincial Capitol.
	11 10.1550F749/ RIZAL

+34



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 *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:

Authorized Signature: Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 10

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

day construction Comparettien, 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 PErsentement, PErst., and herein represented by its Proprietor/President/ General Manager, _______ Nutradate entizen, single/married, resident of _______ Unitedate of legal age, Filipino 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. 2008 Page 10, 4, 2, 2029 namely

inguiz/apainting of Yndram School Hilldings of sports lies, School, may, assenty, Almongame, Manal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive _, has accepted and binds itself to indertake Bid in a public bidding held last June 21, 1984 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 inconsideration of the amount of the will be the program First Five Shoupend Ste (P 1,200,114,87). Philippine Currency distil "17ty Four Tenne one 53/100

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

1. The whole works subject matter of this Agreement shall be completed within ty Taple 133) 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 Fonds
- e. Scope/Program of Work and Detailed Entimete
- d. Drawing, Plans and Specifications
- c. Construction Schedule
- L Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning.
- bidden's two (2) bidding envelopes
- h Bid Security
- Addenda and Supplemental Balletins
- Notice of Award of Contract and the Contractor's Conformity thereto

ijendren Pitzky Firs Summed

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

Rules and Regulations implementing R.A. No. 9184

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

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

CEPty Court Pagoa.

(P 1) Currency, in consideration of the construction and only upon completion of the infrastructure worka unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; [0]

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Three Functions Security Thomas 2 For Security (P 1700 </u>

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

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

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

 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 initial 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 Borean of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

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

Mit. This house Const. Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES attro He Thionan Proprietor/Manager/President Governora-WITNESSES LOLPTA B DE GUZMAN MA. VICTORIAN. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 15.5. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Place Name/Entity Date Passport No. P8239281A HON REBECCA A. YNARES. August 5, 2028 Manila 003-146-599 Louro He Unicidan all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary set and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties heroto in each and every page heroof, refers to the Agreement for-

aptin for inting of incres closed affilings at hours line tcheel

day of 2 2 JUL 2021

CROALERS THE STREET AND MOS

NOTARY PUBLIC 1 202

HE LE LA LOCAL HAR SOUTH ALL

Broy. Dapeng, Minasigone, Singl

Antipolo City.

Dec No.

Page No.

Book No.

Series 20 - 2

WITNESS MY HAND AND SEAL this

3



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,

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

1000.20.1

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 PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol, Circumferential Road comer 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

Fa del Tesserie Construction & Tradita , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Breammannes</u>, drawle and herein represented by its Proprietor/President/General Manager, <u>Blancescon</u>, del <u>Monarcho</u>, of legal age, Filipino citizen, single/married, resident of <u>Braammennes</u>, <u>Historic</u>, <u>Historic</u>, bereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panfalawigan Ordinance No. 10108 [1895, 09], as 2021 namely:

Isprovement of Perimeter Febra and Sovwerd Fathwalk as Subay Flam. Scheel, Brgy. Subay, Cardons, Hintl

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 dama in a 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 standards are to the following standards with the following standards with the following standards with the bid documents, approved plans, program of works and specification in consideration of the amount of the standards are for the following standards with the following standards with the following standards with the bid documents, approved plans, program of works and specification in consideration of the amount of the standard for the following standards with the bid documents, approved plans, program of works and specification in consideration of the amount of the standard for the following standards with the following standards with the following standards with the following standards with the bid documents, approved plans, program of works and specification in the standards with the bid document of the standard for the following standards with the standard for the standards with the standard for the

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

J. The whole works subject matter of this Agreement shall be completed within <u>sorky</u> (<u>40</u>) 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 hidden's two (2) bidding envelopes.

1

- 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. 0184

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 (1) It is a party of a resolution of the second of t

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

the moritan

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 <u>the landred Fifty Three Thousand Hight Hundred</u> (P 203,000,129)) Philippine Currency, in the form of <u>Herderstood Hondred</u> as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents,

 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Fadures" 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 Producement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reacind or terminate the contract, without prepudate 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 laber 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 rud all disputes arising from the implementation of this Agreement shall be sobmitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restruction 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 discution of the Courts.

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

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

By-

He del Sciencia Construction & Trading Entiry/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By Gene h. lel em ric Mohndelki Proprietor/Manager/President DE GL LOLITA

)

REBECCA A. YNARES Governmed

WITNESSES

MA VICTORY H TEIADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name	Eanty	Valid ID Presented	Date	Place
HON REHECC	A A YNARES	Paupert No. P\$219281A	Autorst 5, 2028	Manila
LA over	C. OR ROTAD	PRO ID NO. 0017892	Sept. 2 mar	Hanila

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 beecto in each and every page bursof, refers to the Agreemon for

Improvement of Fordertar Fords and Severes Estimate at only Tion. Sebool, Reg. Whey, Cardon, Min/1

WTINESS MY HAND AND SEAL this _____day of 2 JUL 2021 Antipolo City.

Doc No. Prine No. 1 Hook No. Series 2022

AT WATER ALL BEERY A-MONINA HOLAPHAT CONTRACT OF THE ALL OF THE A



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/Repainting of 1-Storey,3-Rooms Ynares School Building Subay Elem. School, Brgg. 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,

Stan 1

REBECCA A. VNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

SAY

KNOW ALL MEN]

This AGREE

The PROVIN existing under Repu Circumferential Road its GOVERNOR, HO

PA Pasay Const organized and existin and office addre Proprietor/President/C citizen, single/marrie CONTRACTOR. W

4. The CONT any official or employ

ŝ.

5. It is under required performance Thirty One Pesos Philippine Currency, faithful compliance papers/documents in Documents;

Contractor responsibilities in ca period;

7. For the d



Jurisdic the appropriate works is/are loc

Without the CONTRAC agreement/unde pertinent provis the CONTRAC and restitution benefit derived

referred thereto Agreement, with to resort to othe



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

I acknowledge receipt of this Notice on:

7.23.2021

Authorized Signature: Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONSTRUCTION AGREEMENT 17.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and botween:

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, Astipolo City, represented in this act by its GOVERNOR, HON, REBECCA A, YNARES, herein referred to as the PROVINCE; and

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. FROM Free, No. Co., 20, 202 harvely.

Extension of Wallin Thorne Haltipuryone Covered Court at Hejids Clark Ighool, Hegy, Hejingo, Julajala, Wisel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>sum</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>the 2011 constructure</u> (P

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

 The whole works subject matter of this Agreement shall be completed within ising state
 is

a SP Ordinance No. HPSEI 2004 No. 17, 16, 2021

b. Certificate of Availability of Funds

e. Scope/Program of Work and Detailed Estimate

- d. Drawing, Plans and Specifications
- e. Construction Schedule
- £ Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h Bid Security
- L Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
- Rules and Regulations implementing R.A. No. 9184

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

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

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

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 <u>Point Functional 16 by Four Four Functional 16 by Four Function</u>

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

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

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

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

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

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

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

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

.1.

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 anit 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

GIEB Buildona	RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		245	
By:	By:	6	
Secold No 2 Sales	39	EBECCA A. YNAF	UES
Proprietor Manager/President		Covernor	
1 2	WITNESSES		
14	Dout to be the second	Ŵ	
LOLITA B. DE GUZM	ANM	A. VICTORIA B. T.	EJADA
	OTARIAL ACKNOWLEDG	UENT	
16	OTABLAL ACKNOWLEDGE	16,11	
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY	ES) S.S.		
in the other in the second		Re annar I de	C.T.
The second state of the se		crumany appeared th	e tonowing
BEFORE ME, a Notary P	uble for and in Antipolo City, p	2.5	
BEFORE ME, a Notary P Name/Entity	Valid ID Presented	Dute	Place
M15036642-46221 5	-e 11 Cen		Place Manila
Name/Entity ION REBECCA & YNARES	Valid ID Presented	Dute	
Name/Entity	Valid ID Presented Passport No. P\$239281A TOTAL TOTAL TOTAL	Dute August 5, 2028	Manila

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

Satenaica of 10x24m Thares Williammore Lowerid Sport at Hoyage Shone Mehool, Ergr. Supuge, Jolejale, Wilml

WITNESS MY HAND AND SEAL this _____day of ______, at Rizal Provincial Capitol, Antipolo City.

Doc No. Page No. Hook No. Series 20 24

۲.

ANT ANTARY PUBLIC ADAMON ANTAL PARTY PUBLIC ADAMON ANTAL PARTY PUBLIC ADAMON INTERNATION OF A PUBLIC DO CAL INTERNATION OF A PUBLIC DO CAL



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

I acknowledge receipt of this Notice on:

7.72.707

EDWIN'B. RIVERA

Authorized Signature: Name of the Representative of the Bidder:

CONSTRUCTION AGREEMENT 27

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Yakoler Construction Complete ______, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Horong</u>, hand, and herein represented by its Proprietor/President/General Manager, <u>Horong</u>, hand, of legal age, Filipino office, single/married, resident of <u>Horong</u>, filipine, filipine, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

Septimized and the set of the set of the set of the second second

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>June 21, 2021</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Case 111,500</u> (P 1,604, 500,76), Philippine Currency.

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

 The whole works subject matter of this Agreement shall be completed within seven by thre (72) 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. 2021 (100 + 100 + 1 + 2021

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

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

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

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

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract. 22.

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS (PDD) (PDD), 17, 100 (

 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 Entry may rescind or terminate the contract, without prepatice to other courses of action and remedies available under the circumstances."

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

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

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

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

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

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

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 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 hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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

By:

caler Construction & Supplies Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

Governor

By.

Proprietor/Munager/President

LOLITA 1

ORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

WITNESSES

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

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

Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Pasaport No. P8239281A	Angust 5, 2028	Manila
HARDER NO HARDING	1078-A07-000		

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

Repair/Repainting of Theres School Buildings at Maceria Had. School, Bray, Malayhayin, Fililla, Minel

WITNESS MY HAND AND SEAL this _____ day of 2 2 JUL 202 at Rival Provincial Capitol,

Doc No. 207 Page No. 42 Book No. 42 Series 20 41

Antipolo City.

TARY PUBLIC: InteoL NT. 11 H44 (C²¹)21 - AL (* 238 (1) No. 194533 (March 204)

131


Republic of the Philippines Provincial Government of Rizal

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,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

PORFIRIO P. MI

06/21/2021 # 26

CONSTRUCTION AGREEMENT De

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. Circuanforential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE, and

, a sole proprietorship/private corporation, duly STAP PLACE organized and existing under the laws of the Republic of the Philippines, with principal place of business by its , and herein represented and office address at ______, it ==1 ______ of legal age, Filipino hereinafter referred to as the Proprietor/President/General Manager, 101115 citizen, singlo/married, resident of CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in

Incomposit of Theres multipervise Court of Filingen Splices1 high beheal, hege, "Elengra, his sisted, Sizel

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 21, 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Two insured sixty size Chousend Five). Philippine Currency Sundred Mining Five Janua and 03/400 (P

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

1. The whole works subject matter of this Agreement shall be completed within (_____) calendar days, in accordance with the provisionsof the Bid inty 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. and and the states
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning
- biddet/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS nored Clary The Thousand married 11-04 Firsts. 111(an Two F (P_1 k. Philippino

74:30 ad. Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract, 26

 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.

Soction 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 complative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

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

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

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration under Republic Act No. 876, also known as the "Arbitration Law" Provided however. Thus, disputes that are within the competence of the Construction Industry Arbitration Commission to reselved shall be.

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any matual agreement of the parties hereto to agree in writing 20 to resort to other alternative modes of disputes resolution.

....

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

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

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

Entity/Firm/Corporation	RIZAL P	RIZAL PROVINCIAL GOVERNMENT		
By: Proprietor/Minnager/President	By:	EBECCA A. YNAI Governor	RES	
. /	WITNESSES			
LOLITASE DE GUZM	ANM OTARIAL ACKNOWLEDGN	A. VICTORIA B. T	EJADA	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	ES) S.S.			
HEFORE ME, a Notary Pr	ablic for and in Antipolo City, pe	esonally appeared th	e following	
Name/Entity	Valid ID Presented	Date	Place	
HON, REBECCA A. YNARES	Pasaport No. PR239281A	August 5, 2028	Munila	
Constitution States	9.0LA20481/0			

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

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

Improvement of Tarres Fultimaryous Governof Court of Himmer H, tisual tich tchiml, Hugy, "ilmgen, has hateo, Maal

day of 2 2 JUL 2021 Rizal Provincial Capitol.

Antipolo City. Doc Net Page No. Book No. Series 30 71

WITNESS MY HAND AND SEAL this

CONTRACTOR AND

TIN SALVE TERMIN COMMEN ATTA HOTAT NOTARY PUBLIC H 19 110710-000 MALTHA . EAL . PRE ALL PERSON APRILAL



Republic of the Philippines Provincial Government of Rizal

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

I acknowledge receipt of this Notice on:

7.22 207

Authorized Signature: Name of the Representative of the Bidder:

l. R. LAURO M. UBIADAS

06/21/2021 # 28

CONSTRUCTION AGREEMENT 20

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business , and herein represented by its and office address at _____ , of legal age, Filipino Proprietor/President/General Manager, citizen, single-married, resident of bereinafter referred to as the CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. _ nr = nee, tice, ir, n. 202 pamely:

Sould mention of Derivetar Webs at Them Conta Canon & Front Devices store in the first the

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive , has accepted and binds itself to undertake Bid in a public bidding held last _______ 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 fundant Tray to Court Thousand Mine consideration of the amount of the statistics the), Philippine Currency. -ma 89/500

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

1. The whole works subject matter of this Agreement shall be completed within (______) 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:

- e. 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 bidden's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
- Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Inc Hillion Une Sundred Inisty light Thousand Fine Seron and 60/400 h. Philippine

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

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

5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Av applied</u> Performed Contractor has posted the <u>PESOS (PESOS)</u> (PESOS) (PESOS)

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

 The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's 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;

 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 bowever. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

+1+

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 AVITNESS WHEREOF, the parties have hereinto signed this Agreement this _____ day of 22 JUL 2021 _____ at Antipolo City.

By:

114 Solithe Sonst. Corple Entity/Firm/Corporation

By:

Proprietor/Manager/President

LOLITA BASE GOZMAN

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. Y ARES Governme d'

WITNESSES

MA. VICTORDA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Dute	Place
HON REBECCA & YNARES	Pasaport No. PS239281A	August 5, 2028	Manila
Lauro 21. Chindre	000-910-539		

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 horeof, refers to the Agreement for

Construction of Parineter Paper of Lingu Size, School, Pry, Danding (styp, Frank, Stray, Binel)

WITNESS MY HAND AND SEAL thit ______

day of 2.2 JUL 2024 Rical Provincial Capitol,

Doc Na ZID Page No YZ Book No Z

ALLY ANTARY PLALIC 2021 用いておおいたここ、介から10日 相比、20-07 INFETMEDOLI MILITANS TANYZAL 曹操者的 的复数形式 的复数形式 PAR BULLISSUITED AL



Republic of the Philippines Provincial Government of Rizal

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,

ъ

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

RIANO

06/21/2021 # 30

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 <u>Person</u>, <u>Bisal</u>, and herein represented by its Proprietor/President/General Manager, <u>Boeai D. Soriano</u>, of legal age, Filipino citizen, single/married, resident of <u>Pereso</u>, <u>Bisal</u>, hereinafter referred to as the **CONTRACTOR.** WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RUBELEE. No. 4, 5. 2021 namely:

Repair/Repainting of Ymares School Suilding and Ymares Kultipurpose Covered Court at Brgy. Dalig, Teresc, Rizel

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

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

The whole works subject matter of this Agreement shall be completed within
 <u>Ninety</u>
 <u>Ninety</u>
 <u>()</u> 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. RLUB 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
- Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the

Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Two Hundred Fifty Six Thousand Two Hundred Leventy Two Lesos and 04/100 (P_2,256,272.04), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the 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 30
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 <u>sighty Cne Pesos and 61/100</u> (P_676,881,61)) Philippine Currency, in the form of <u>Performance Bond</u> as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

 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;

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

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

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

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

L

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 signed this Agreement this _____ day of _____ at Antipolo City.

RUS Construction Supplies	RIZAL PR	RIZAL PROVINCIAL GOVERNMENT				
Entity/Firm/Corporation						
By:	By:	6				
Noem D. Oriano	R	REBECCA A. YNARES				
Proprietor/Manager/President		Governor				
	WITNESSES					
18		8				
LOLITA F. DE EUZMA	N MA	A. VICTORIA B. TI	EJADA			
/ NOTARIAL ACKNOWLEDGMENT						
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S						
BEFORE ME, a Notary Pul	blic for and in Antipolo City, pe	rsonally appeared the	e following			
Name/Entity	Valid ID Presented	Date	Place			
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila			

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

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

Repair/Repainting of Ymares School Suilding and Ymares Sultipurpose Covered Court at Brgy. Dalig, Teresa, Rizal

2 2 JUL 202:

WITNESS MY HAND AND SEAL this _____day of _____, at Rizal Provincial Capitol, Antipolo City.

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

Ncemi D. -oriano

RY PUBLIC

101ARY PUBLIC COTTL DEC. 31, 2021 401ARIAL COMMENDED NO. 20-07 89 LIFET & FRANK, 0.09047/1912AT 4011 GEA TIORREY NO. 55370 119 NO. 15581749/1912a

3