

## NOTICE TO PROCEED

03 September, 2024

MR. LAURO M. UBIADAS JL GAV CONSTRUCTION Binangonan, Rizal

Dear Mr. Ubiadas:

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

Improvement of Ynares Multi-Purpose Covered Court at Rainbow Village 1, Brgy, Kalayaan, Angono, Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: LAURO M. UBIADAS

## 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

JL GAV CONSTRUCTION	, a sole	proprietorship/pr	ivate corporation, duly
organized and existing under the laws of t and office address at Binane	he Republic of the Phi	lippines, with pri	ncipal place of business
Proprietor/President/General Manager,			
citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,		l hereinafi	ter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, s. 2024 namely:

Improvement of Ynares Multi-Purpose Covered Court at Rainbow Village I, Brgy. Kalayaan, Angeno, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the Billion Seven Hundred Sixty-Seven Thousand Eight Hundred Forty-Two Pasos & 45/100 (P 1, 767, 842.45), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20. 8, 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Seven Hundred Sixty-Seven Thousand Eight Hundred Forty-Two Pesos & 45/100 (P 1,767,842.45 ).

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

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Thirty Thousand Three Hundred Fifty-Two Pesos & 74/100 (P. 530, 352, 74

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (1.0%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of SEP 0 3 2024 at Antipolo City. JE GAV CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Proprietor/Manager/President Provincial Opvernor WITNESSES RISSA N. CLEOFAS 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, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila LAURO M. UBIADAS TEN No. 167-321-587 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Improvement of Ynares Multi-Purpose Covered Court at Rainbow Village I, Brgy. Kaleyaan, Angono, Rizal WITNESS MY HAND AND SEAL this , at Rizal Provincial Capitol, Antipolo City. Doc No. Page No. Book No.



#### NOTICE TO PROCEED

03 September, 2024

MR. LAURO M. UBIADAS JL GAV CONSTRUCTION Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to JL GAV CONSTRUCTION that work may proceed on the Improvement of Perimeter Fence/Ynares Multi-Purpose Bldg. at Brgy. Mahabang Parang, Angono Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA BECLI A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

LAURO M. UBIADAS

#### KNOW ALL MEN BY THESE PRESENTS:

	The Committee Committee of Committee
	This AGREEMENT made and entered into by and between:
Circu its P	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organize existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito unferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act b ROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the
PRO	VINCE; and
and Propr citize	JI. GAV CONSTRUCTION, a sole proprietorship/private corporation, dultized and existing under the laws of the Republic of the Philippines, with principal place of business office address at
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursu	ant of the Sangguniang Panlulawigan Ordinance No. 20, s. 2024 namely
	Improvement of Perimeter Fence/Ynares Multi-Purpose Bldg. at Brgy. Mahabang Parang, Angono, Rizal
Bid in the co- follow in con	dertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive a public bidding held last 31 July 2024, has accepted and binds itself to undertake instruction and completion of the above said infrastructure works strictly in accordance with the wing standards set forth in the bid documents, approved plans, program of works and specification is ideration of the amount of One Million Seven Hundred Eight Thousand Five Hundred Seven Coly (P 1,708,500.00 ), Philippine Currency
hereb	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heret y agree as follows:
Contr 2016	1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bi ments, Approved Plans, Program of Works and Specifications, General and Special Conditions of act, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated in and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 20, s. 2024 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
	Bid Security     Addenda and Supplemental Bulletin     Notice of Award of Contract and the Contractor's Conformity thereto

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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;

One Million Seven Hundred Eight Thousand Five Hundred Pesos Only

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;

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

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

- 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 Pive Hundred Two Version Pive Hundred

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of SFP n 3 2024 at Antipolo City. JL GAV CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: enga 1 LAURO M. UBYADAS Provincial Governor ( Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Name/Entity Valid ID Presented Date September 24, 2031 Manila HON, NINA RICCI A. YNARES Passport No. P7689056B LAURO M. UBIADAS TIN No. 167-321-587 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Improvement of Perimeter Fersme/Ynares Multi-Purpose Bldg. at Brgy. Mahabang

WITNESS MY HAND AND SEAL this SEPday of JULY at Rizal Provincial

Doc No. 44
Page No. 14
Book No. XXVI
Series 20 24

Capitol, Antipolo City.

Parang, Angono, Risal

PUR DE CONTRACTO DE LA CONTRACTOR DEL CONTRACTOR DEL



#### NOTICE TO PROCEED

03 September, 2024

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

Asphalt Overlaying at Brgy, Poblacion, Angono, Rizal

and Brgy, Mahabang Parang, Binangonan, Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PORPURIO P. MIDA

# 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
JRD-D <sup>2</sup> EXTERPRISES , 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 Tarray, Right and herein represented by its Proprietor/President/General Manager, PORFIRIO MINA of legal age, Filipino citizen, single/married, resident of Tanay, Right 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. 20, s. 2024 namely:
Asphalt Overlaying at Brgy. Poblacion, Angono, Rizal and Brgy. Mahabang Parang, Binangonan, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the

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

following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Three Budged Eleven Thousand Eight.

(P4, 311, 817, 29 ), Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - SP Ordinance No. 20, 2, 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule

Hundred Seventeen & 29/100

- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
  Four Million Three Hundred Eleven Thousand Eight Hundred Seventeen Pesos 6 29/100
  (P 4, 311, 817, 29 ).

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





- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Two Handred Rinety-Three Thousand Five Handred Forty-Five Pesos & 19/100 (P 1,293,545.19)

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_ day of at Antipolo City. JRD-D' ENTERFRISES RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Proprie or/Manager/President Provincial Overnor WITNESSES MARISSA N. CLEOFAS 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, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila PORFIRIO MINA TIN No. 154-422-889 All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

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

Asphalt Overlaying at Brgy. Poblacion, Angono, Rizal and Brgy. Makabang Parang, Binangonan, Rizal

WITNESS MY HAND AND SEAL this	SEP <sub>day</sub> 0 3 2024	, at Rizal Provincial
Capitol, Antipolo City.  Doc No. 39	Dym.	Hamay 32

Page No. Book No. X



## NOTICE TO PROCEED

03 September, 2024

MR. LAURO M. UBIADAS JL GAV CONSTRUCTION Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to JL GAV CONSTRUCTION that work may proceed on the Construction of Grouted Riprap with Concreting of Creek Bed of Creek at Brgy, Bangad, Binangonan, Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yourg,

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: LAURO M. UBIADAS

## 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 PROVINCIAL GOVERNOR, HON, NINA RICCI A. YNARES, herein referred to as the
PROVINCE; and

JL GAV CONSTRUCTION	, a sole proprie	storship/private corporation, duly
organized and existing under the laws of		
and office address at Binan	gonan, Rizal , and	herein represented by its
Proprietor/President/General Manager,	LAURO M. UBIADAS	, of legal age, Filipino
citizen, single/married, resident of		hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, s. 2024 namely:

# Construction of Grouted Ripzap with Concreting of Creek Bed of Creek at Brgy. Bengad, Rinangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Seven Bundred Trenty-One Thousand Eight.

Handred Tricty-Three Percs 6 75/100 (P 1.721, 833.75), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Elghty-Four (84) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, s. 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Seven Bundred Twenty-One Thousand Eight Hundred Thirty-Three Pesos & 75/100 (P 1,721,833.75 ),

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



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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Five Hundred Sixteen Thousand Pive Hundred</u>

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the SEP 0 3 2024] at Ant	parties have hereunto signi ipolo City.	ed this Agreement this	day of
JL GAV CONSTRUCTION Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOVER	NMENT
By: LAURO M. UBIADAS	By:	IINA RICCI AVNA	mre:
Proprietor/Manager/President	130	Provincial Governor	
	withingers		
6.1	WITNESSES		
MARISSA N. CLEOFAS	н	YLA DS. ALAROON	=
NOTA	RIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, p	ersonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
LAURO M. UBIADAS	TIN No.167-321-587		
All known to me and to me known and acknowledgment that the same is respectively present.			
This instrument, consisting of the written and has been signed by the parties			
Construction of Grouted Ripray Bangad, Binangonan, Risal	with Concreting of	Creek Bed of Gree	sk at Brgy.
	The second secon	3 2024	
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL thisday	of, at	Rizal Provincial
Doc No <del>7</del> /		1200 H.	
Page No. /G		Joyn llan	myster)
Book No. XVV/ Series 20,2 V.		SOTART PUBLIC FOR REL BELLEVE & BOOKERS	A MANAGEMENT OF THE PARTY OF TH
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# NOTICE TO PROCEED

03 September, 2024

MR. LAURO M. UBIADAS JL GAV CONSTRUCTION Binangonan, Rizal

Dear Mr. Ubiadas

The attached Contract Agreement having been approved, notice is hereby given to JL GAV CONSTRUCTION that work may proceed on the Construction of Grouted Riprap for Side Protection with Concreting of Creek Bed (portion) at Brgy, Bombong, Binangonan, Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder LAURO M. UBIADAS

## 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 PROVINCIAL GOVERNOR, HON, NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

JL GAV CONSTRUCTION	, a sole proprietorship/private co	erporation, duly
organized and existing under the laws	of the Republic of the Philippines, with principal p	lace of business
and office address at Biner	gonen, Rizal , and herein repres	ented by its
Proprietor/President/General Manage	LAURO M. UBIADAS , of legal	age, Filipino
	Binangonan, Rizal , hereinafter refe	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 5, 2024 namely:

Construction of Grouted Riprep for Side Protection with Concreting of Creek Bed (portion) at Brgy. Bombong, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 , 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 Hundred Seventy-Three Thousand Nine Hundred Seventeen Pesos & 06/100 (P 2,273,917.04 ), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Cne Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, 8, 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
  Two Million Two Hundred Seventy-Three Thousand Mine Hundred Seventeen Pesos &
  04/100 (P\_2,273,917.04).

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;

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

Seventy-Five Pesos & 11/100 (P 682,175.11

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_ day of SEP n 3 2024 at Antipolo City. JL GAV CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: LAURO M. UBIADAS Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS 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, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila LAURO M. UBIADAS TIN No. 167-321-587 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of Grouted Riprep for Side Protection with Concreting of Creek Bed (portion) at Brgy. Bombong, Binangonan, Rizal WITNESS MY HAND AND SEAL this SEP diff 36 2021 , at Rizal Provincial Capitol, Antipolo City. Doc No. 12 Page No. JU Book No. XX



## NOTICE TO PROCEED

03 September, 2024

MR. LAURO M. UBIADAS JL GAV CONSTRUCTION Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to JL GAV CONSTRUCTION that work may proceed on the Concreting of Road with Drainage Canal beside Sto. Rosario Memorial Park, Brgy. Lunsad, Binangonan, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours

NINA RICCTA YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

LAURO M. UBIADAS

## KNOW ALL MEN BY THESE PRESENTS:

office address at

Proprietor/President/General Manager, \_

citizen, single/married, resident of CONTRACTOR. WITNESSETH, That.

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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and JL GAY CONSTRUCTION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business Binengonen, Rizel mager, IAIRO M. UBIADAS and herein represented by its

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 8, 2024

Binangonan, Rigal

, of legal age, Filipino

, hereinafter referred to as the

Concreting of Boad with Drainage Canal beside Sto. Rosario Memorial Park, Brey, Limsad, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Two Bundred Eighty-Seven Thousand Con (P 1,287,119.66 ), Philippine Currency. Hundred Nineteen Pesos & 66/100

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

- 1. The whole works subject matter of this Agreement shall be completed within ( 80 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, 8, 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Two Bundred Righty-Seven Thousand One Bundred Bineteen Pesos & (P 1,287,119.66

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Eighty-Six Thousand One Hundred Thirty-Five Pesos & 90/100 (P 386,135.90)

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_ day of SEP ft 3 2024 at Antipolo City. GL GAV CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: NINA RICCI A. YNARES
Provincial Governor \$ LAURO M. UBIADAS Proprietor/Manager/President WITNESSES

MARISSA N. CLEOFAS

# NOTARIAL ACKNOWLEDGMENT

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

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

Place Valid ID Presented Date Name/Entity September 24, 2031 HON, NINA RICCI A. YNARES Passport No. P7689056B LAURO M. UBIADAS TIN No. 167-321-587

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

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

Concreting of Hoad with Drainage Canal beside Sto. Resario Memorial Park, Brgy. Lonsad, Binangonan, Rival

WITNESS MY HAND AND SEAL this SEP ally 3 of 2024 , at Rizal Provincial Capitol, Antipolo City.

Doc No. Page No. Book No. Series 20 21



# NOTICE TO PROCEED

03 September, 2024

MR. DANILO C. MAGNO TRANCOM ENGINEERING CONST. Taytay, Rizal

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONST. that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Birmingham Place, Brgy. San Isidro, Cainta, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours

NINA RICCI YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

DANILO C. MAGNO

#### 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
TRANCOM ENGINEERING 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 Taytay, Rizal, and herein represented by its Proprietor/President/General Manager, DANTLO MAGNO, of legal age, Filipino citizen, single/married, resident of Taytay, Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 3, 2024 namely:
Repair/Repainting of Ynares Multi-Purpose Covered Court at Birmingham Place, Brgy. San Isidro, Cainta; Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
Bid in a public bidding held last 31 July 2024 , has accepted and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the bid documents, approved plans, program of works and specification
in consideration of the amount of Seven Hundred Ninety-Seven Thousand Two Hundred
Ninety-Five Pesos & 62/100 (P 797, 295, 62 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
hereby agree as follows:
to the state of the state of the same lated within
1. The whole works subject matter of this Agreement shall be completed within
Sixty (60 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of
Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated
herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 20; 8, 2024
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Hundred Ninety-Seven Thousand Two Hundred Ninety-Five Pesos & 62/100

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



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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Thirty-Nine Thousand One Hundred Eighty-Eight Pesos & 69/100 (P 239,188.69 )

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE; (not Applicable)
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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









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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of at Antipolo City. TRANCOM ENGINEERING CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 18.5. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity Passport No. P7689056B HON, NINA RICCI A. YNARES September 24, 2031 TIN No. 130-861-254 DANTLO MAGNO 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 Ynaras Multi-Purpose Covered Court at Sirmingham Place, Brgy. Sen Isidro, Caints, Rizel WITNESS MY HAND AND SEAL this Capitol, Antipolo City.

NOTARY PUBLIC

PTR.NO. \$127928 | 61/02/2022 | PIZAL

APPORTMENT NO 24-15

MICLE MC. VH-0008577

ROLL MO. 07730

FOR WINDOPALITIES OF TAYTAY, CAINTA AND
ANTIFICE GITY FROMINGS OF HIZAL UNTIL DECEMBER 31, 2021

NOTARY WHILE MANY CHIEF

Doc No.

Page No.

Book No.\_\_

Series 20,24



#### NOTICE TO PROCEED

03 September, 2024

MR. LAURO M. UBIADAS JL GAV CONSTRUCTION Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to JL GAV CONSTRUCTION—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation/Hygiene) at Mercedes Exec. Vill., Brgy. San Andres, Cainta, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCI ALYNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

LAURO M. UBIADAS



# 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
JL CAV 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 Binengonen, Rizal , and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS , of legal age, Filipino citizen, single/married, resident of Binengonen, Rizal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 8, 2024 namely:
Construction/Provision of Wash Facilities (Water, Sanitation/Hygiene) at Mercedes Executive Village, Brgy. San Andres, Cainta, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024, 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
1. The whole works subject matter of this Agreement shall be completed within Sixty-Four (64) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
<ul> <li>a. SP Ordinance No. 20, s. 2024</li> <li>b. Certificate of Availability of Funds</li> <li>c. Scope/Program of Work and Detailed Estimate</li> <li>d. Plans and Specifications</li> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> <li>i. Addenda and Supplemental Bulletin</li> <li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li> </ul>
<ol><li>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;</li></ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

One Million Three Handred Fifty-Five Thousand Five Handred Eighty-Seven Pesos

6 06/100 (P 1, 355, 587, 06 ).

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Six Thousand Six Hundred Seventy-Six Pesos & 12/100 (P 406,676.12 )

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 Internal Revenue and a copy of its income and business tax returns duty stamped and received by the BIR and duty validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of SEP 0 3 2024 at Antipolo City. JL GAV CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: LAURO M. UBIADAS NINA RICCIA, WNARES Provincial Governor Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Name/Entity Valid ID Presented Date Passport No. P7689056B September 24, 2031 HON, NINA RICCI A, YNARES TIN No. 167-321-587 LAURO M. UBIADAS All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction/Provision of Wesh Facilities (Water, Sanitation/Hygiene) at Mercedes Executive Village, Brgy. San Andres, Cainta, Rizal WITNESS MY HAND AND SEAL this SEP 0.3 2024 , at Rizal Provincial Capitol, Antipolo City. Doc No.

Page No. XX Book No. XX Series 20,2.4.



#### NOTICE TO PROCEED

03 September, 2024

MR. DANILO C. MAGNO TRANCOM ENGINEERING CONST. Taytay, Rizal

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONST. that work may proceed on the Concreting of Ground (Open Space) at Wilshire St., Park Place Exec. Vill., Brgy. San Isidro, Cainta, Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCIA, YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

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#### 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. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

TRANCOM ENGINEERING CONSTRUCTION , a sole proprietorship/private corporation	duly
organized and existing under the laws of the Republic of the Philippines, with principal place of but and office address at Taytay, Rizel and herein represented by	siness v its
Proprietor/President/General Manager, DANILO MAGNO of legal age, Fi	
citizen, single/married, resident of Taytay, Rizal , hereinafter referred to a	is the
CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain infrastructure works should be construc-	ted in
	mely:
pursuant of the Sangginiang Parintitwigan Ordinance No. 204 00 8024	versity.
Concreting of Ground (Open Space) at Wilshire St., Park Place Executive Village, Brzy. San Isidro. Ceinta, Rizal	100

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 31 July 2024 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Seven Hundred Four Thousand Eight Bundred Pesos & 75/100 (P1,704,800.75 ), Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within <a href="Seventy-Six">Seventy-Six</a> (76) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, s. 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Seven Familied Four Thousand Eight Hundred Pesos & 75/100

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





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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Eleven Thousand Four Hundred Forty Pesos & 23/100 (P 511,440.23 )

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

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

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

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

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







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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City. TRANCOM ENGINEERING CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Provincial Governor( & Probrietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Place Name/Entity Date HON, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila TIN No. 130-861-254 DANILO MAGNO All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Concreting of Ground (Open Space) at Wilshire St., Park Place Executive Village, Brgy. San Isidro, Cainta, Risal WITNESS MY HAND AND SEAL this SEP of 3 2024 at Rizal Provincial Capitol, Antipolo City. Doc No. Page No. Book No. XXY Series 20 74. NOTARY PUBLIC



### NOTICE TO PROCEED

03 September, 2024

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

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to CAMORI BUILDERS AND SUPPLY that work may proceed on the Improvement of 2-Storey Ynares Multi-Purpose Bidg. (Tesda Bldg.) at F. Ramos St., Brgy. Dalig, Cardona, Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yours.

NINA RICCIA. YNARES

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I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

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JOMMEL G. SANTIAGO

# 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal and herein represented by its Proprietor/President/General Manager, JOMEL SANTIAGO of legal age, Filipino citizen, single/married, resident of Morong, Rizal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, s. 2024 namely:
Improvement of 2-Storey Ynares Multi-Purpose Bldg. (Tesda Bldg.) at F. Ramo St., Brgy. Dalig, Cardona, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Two Hundred Twenty Thousand Nine Pesos 65/100 (P 1,220,009.65), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Forty-Fight (48) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 20, s. 2024
h Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications e. Construction Schedule
A - C T
g. Bidding Documents including all the documents/statements contained
bidder/s two (2) bidding envelopes
h. Bid Security i. Addenda and Supplemental Bulletin
i. Addenda and Supplemental Buttern     j. Notice of Award of Contract and the Contractor's Conformity thereto
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject
of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
a will a The thindred Twenty Thougand Nine resus of 00/100
One Million 140 Huraired Avenue Andrews 18 (P 1,220,009.65 ),

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

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Sixty-Six Thousand Two Pesos 4

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

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

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

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

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





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

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

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

# 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. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila

JOMMEL SANTIAGO TIN NO. 212-862-431

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

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

Improvement of 2-Storey Ynares Multi-Purpose Bldg. (Tesda Bldg.) at F. Ramos St., Brgy. Dalig, Cardona, Rizal

WITNES	S MY HAND	AND	SEAL	this	SEPday 3	2024	, at	Rizal	Provincial
Capitol, Antipolo	City.								

Doc No. 58
Page No. 3
Book No. XVV
Series 20 24



# NOTICE TO PROCEED

03 September, 2024

MR. BRIAN D. FERIDO DUKHEA CONSTRUCTION

Binangonan Rizal

Dear Mr. Ferido:

The attached Contract Agreement having been approved, notice is hereby given to DUKHEA CONSTRUCTION that work may proceed on the Repair/Repainting of Ynares School Bldg. at Boor Barrio School, Brgy. Boor, Cardona, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours

NINA RICETAL YNARES Governor

I acknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder.

BRIAN D. FERIDO

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This AGAEDNIEN I made and caterod-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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binangonan, Rizal</u> , and herein represented by its Proprietor/President/General Manager, <u>BRIAN D. FERTIDO</u> , of legal age, Filipino citizen, single/married, resident of <u>Binangonan</u> , Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, #, 2024 namely:
Repair/Repainting of Ynares School Bldg, at Boor Barrio School, Brgy. Boor, Cardona, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 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 Seven Hundred Fifty-Nine Thousand Seven Hundred Fifteen Peace & 81/100 (P 759, 715, 81 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 20 a. 2024
<ul> <li>b. Certificate of Availability of Funds</li> </ul>
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications e. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes
h. Bid Security
<ol> <li>Addenda and Supplemental Bulletin</li> <li>Notice of Award of Contract and the Contractor's Conformity thereto</li> </ol>
2 To 12 to 1
<ol><li>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</li></ol>
of this Agreement in conformity with the province of the Contract;
2 The PROVINCE harehy research to any the CONTRACTOR the amount of PESOS
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS  Seven Hundred Fifty-Nine Thousand Seven Hundred Fifteen Pegos & 81/100

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Twenty-Seven Thousand Mine Hundred Fourteen Pesos & 74/100 (P 227, 914, 74

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

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

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

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

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

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

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

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

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

DUKHEA CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

Bv:

Provincial Governor (

WITNESSES

MARISSA N. CLEOPAS

#### NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

BRIAN D. FERIDO

TIN No. 300-263-262

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the 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 Ynames School Bldg. at Boor Barrio School, Brgy. Boor, Cardona, Rizal

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of EP n 3 2024 , at Rizal Provincial Capitol, Antipolo City.

Doc No. Page No.

Book No. Series 20-21 NOTAR VORSELLANDERSON / REZUL APPOINTMENT NO. 14-15 MCLE NO. VO:0008377

**POLL NO. 4773** FOR MUNICIPALITIES ON TARTOR CAUSTA AND ANDROLO CITY PROVINCE OF NIZAL UNTIL DEGENDER IN 2021



#### NOTICE TO PROCEED

03 September, 2024

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

Dear Mr. Bilog:

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

Construction of Drainage Canal of Road at Purok 5, Brgy, Iglesia, Cardona, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours.

NINA RICCI M. YNARES

I acknowledge receipt of this Notice on:

9.474

Authorized Signature

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

#### 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
GKB BUILDERS, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizel and herein represented by its Proprietor/President/General Manager, GERALD KENN S. J. BILOG of legal age, Filipino citizen, single/married, resident of Morong, Rizel hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 8, 2024 namely:
Construction of Drainage Canal of Road at Purok 5, Brgy. Iglesia, Cardona, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 , 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 Fight Bundred Twenty-Seven Thousand One Hundred  Ninety-Fight Pasos & 41/100 (P 827, 198, 41 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 20, s. 2024
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security
<ol> <li>Addenda and Supplemental Bulletin</li> <li>Notice of Award of Contract and the Contractor's Conformity thereto</li> </ol>
<ol> <li>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;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Hundred Twenty-Seven Thousand One Hundred Winety-Eight Pesos & 41/100 (P 827,198.41 ).

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

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty-Eight Thousand One Hundred Fifty-Nine Pesos & 52/100 (p 248, 159.52

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE; (Not Applicable)
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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



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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this EP 0 3 day of at Antipolo City. GKB BUILDERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Bv: GERALD KENNS.J. BILDG Proprietor/Manager/President WITNESSES A N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY YS.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity September 24, 2031 Manila Passport No. P7689056B HON, NINA RICCI A. YNARES TIN No.196-519-323 GERALD KENN S.J. BILOG All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

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

Construction of Drainage Canal of Road at Purok 5, Brgy. Iglasis, Cardone, Rizal

WITNESS MY HAND	AND SEAL this	day of at Rizal Provincial
Capitol, Antipolo City.  Doc No. 77  Page No. 77		ATPY. PRECIOUS Y. VILLAMAYOR
Book No. XXV/ Series 2024		NO TO THE PROPERTY OF THE PROP
		ARTHOLO CITY PROVINCE OF BIZAL UNTIL CREEKER DI, 2023



# NOTICE TO PROCEED

03 September, 2024

MR. JOSELITO A. PILLAS JEDBPIL ENTERPRISES Jalajala, Rizal

Dear Mr. Pillas:

The attached Contract Agreement having been approved, notice is hereby given to JEDBPIL ENTERPRISES—that work may proceed on the Improvement of 1-Storey Multi-Purpose Bldg. (JalaJala Federation of Women's Club) at Brgy. 3rd District, JalaJala, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICES YNARE

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

JOSELITOLACPILLAS



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

JEDBPIL ENTERPRISES		, a sole proprietorship/private corporation, du			
organized and existing under the laws of and office address at Jale	the Republic of the Philippine	herein represented by its			
Proprietor/President/General Manager,	JOSELITO A. PILLAS	, of legal age, Filipino			
citizen, single/married, resident of	Jelejela, Rizel	hereinafter referred to as the			
CONTRACTOR. WITNESSETH, That,		19			
WHEREAS, the PROVINCE de pursuant of the Sangguniang Panlalawiga		re works should be constructed in namely:			
Improvement of 1-storey Ma Club) at Ergy. 3rd District	ulti-Purpose Bldg. (Jela et, Jelajala, Rizel	ijala Federation of Women's			

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 31 July 2024 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six hundred Sixty-Two Thousand One Hundred hine Pesos 8 64/100 (P 662, 109.64), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Fifty-Three (53) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, 8, 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Handred Sixty-Two Thousand One Hundred Nine Pesos & 64/100

  (P 662,109,64).

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





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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>One Hundred Ninety-Fight Thousand Six Hundred Thirty-Two Pesos & 89/100</u>

  (P 198,632.89

  ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with 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; (Not Applicable)
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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









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

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

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

WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of at Antipolo City. JEDBPIL ENTERPRISES RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Proprietor/Manager/President Provincial Governor & WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Name/Entity Valid ID Presented Date HON, NINA RICCI A. YNARES September 24, 2031 Manila Passport No. P7689056B JOSELITO A. PILLAS TIN No. 904-910-601 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Improvement of 1-storey Multi-Purpose Bldg. (jalajala Federation of Women's Club) at Brgy. 3rd District, Jalajala, Rizal SEP 0 3 2024 at Rizal Provincial WITNESS MY HAND AND SEAL this \_ Capitol, Antipolo City. Doc No. Page No. Book No. Series 2021



# NOTICE TO PROCEED

03 September, 2024

MR. LAURO M. UBIADAS JL GAV CONSTRUCTION Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to JL GAV CONSTRUCTION that work may proceed on the Repair/Repainting of Ynares School Bldg. at JalaJala Elem. School, Brgy. Special District, JalaJala, Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCIA, YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

LAURO M. UBIADAS

# 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
JL GAV 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 Rinangonan, Rizal , and herein represented by its Proprietor/President/General Manager, LAIRO M. URTADAS , of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 54 2024 namely:
Repair/Repainting of Ynares School Bldg. at Jelajala Elementary School, Brgy. Special District, Jalajala, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 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 One Hundred Thirty-One Thousand Three Bandred Ten Pesos & 12/100 (P 2, 131, 310, 12), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within <a href="Minety">Ninety</a> ( 90 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated berewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 20, s. 2024 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes h. Bid Security
i. Addenda and Supplemental Bulletin
j. Notice of Award of Contract and the Contractor's Conformity thereto
<ol> <li>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;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
그 그는 그 아내는 그들은 아이트 그들은 아이들은 사람들은 상대에 되었다면 하는데 보다 하는데 아이들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람

Two Million One Hundred Thirty-One Thousand Three Hundred Ten Pesos & 12/100 (P 2,131,310.12 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Hundred Thirty-Nine Thousand Three Hundred Ninety-Three Pesos & 04/100 (P 639,393.04)

  Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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

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

	he parties have hereunto signe utipolo City.	d this Agreement this	day of
JL GAV CONSTRUCTION	RIZAL PI	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation	ACCESSION AND	SO FEREIXE GO FEE	N-BAYARACOUR
By: lead	By:	01	
LAURO M. UBIADAS	N	INA RICELA, YNA	RES
Proprietor/Manager/President		Provincial Governor	
	WITNESSES	. 4	
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MARISSA N. CLEOFA	S MY	A DS. ALAROON	
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NOT	TARIAL ACKNOWLEDGM	DENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S			
BEFORE ME, a Notary Publ	ic for and in Antipolo City, pe	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
LAURO M. UBIADAS	TIN No. 167-321-587	:	
All known to me and to me it and acknowledgment that the same i respectively present.	snown to be the same person/s is their free voluntary act and		
This instrument, consisting of written and has been signed by the part	three (3) pages including this ies hereto in each and every pag		
Repair/Repainting of Ynares Special District, Jalajala,	School Bldg. at Jalaja Rizal SEP 0 3		hool, Brgy.
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL thisday o	f, at	Rizal Provincial
Page No. 14 Book No. XXVI Series 20 24	- 4	Paris James	Heren I

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# NOTICE TO PROCEED

03 September, 2024

MR. LAURO M. UBIADAS JL GAV CONSTRUCTION Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to 
JL GAV CONSTRUCTION that work may proceed on the 
Repair of Roof (portion) of YSA Admin Office at Ynares Sports Arena Cmpd. Pasig, City 
effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCIA. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

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# 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 PROVINCIAL GOVERNOR, HON, NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
JL GAV CONSTRUCTION a sole proprietorship/private composition duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binengonan, Rizel and herein represented by its Proprietor/President/General Manager, LAURO M. UBLADAS of legal age, Filipino citizen, single/married, resident of Binangonan, Rizel, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 8, 2024 namely:
Repair of Roof (portion) of YSA ADMIN Office at Ynares Sports Arena compound, Pasig City
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 . 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 Hundred Seventy-Nine Thousand Two Hundred Seventeen Peace & 05/100 . Phillippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Thirty-Four 34 calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 20, 8. 2024 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule
<ul> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> <li>i. Addenda and Supplemental Bulletin</li> </ul>
<ol> <li>Notice of Award of Contract and the Contractor's Conformity thereto</li> </ol>
<ol><li>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;</li></ol>

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3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Hundred Seventy-Nine Thousand Two Hundred Seventeen Pesos & 05/100

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

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

Pesos 4 12/100

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE; (Not Applicable)
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

IN WHITNESS WHEREOF, the	parties have hereunto signa ipolo City.	ed this Agreement this	day of
JL GAV CONSTRUCTION	RIZAL PI	ROVINCIAL GOVER	NMENT
Entity/Firm/Corporation		(0) 121-022-03-12	*********
By: beil	By:	0/	
Proprietor/Manager/President	N	Provincial devernor	RES r∫ ≼
	WITNESSES	V	
4		motion	
MARISSA N. CLEOFAS	M	LA DS. ALARCON	_
NOTA	RIAL ACKNOWLEDGN	TENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, po	ersonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A, YNARES	Passport No. P7689056B	September 24, 2031	Manila
LAURO M. UBIADAS	TIN No.167~321~587		
All known to me and to me known and acknowledgment that the same is respectively present.			
This instrument, consisting of t written and has been signed by the partie	hree (3) pages including this s hereto in each and every pa	s page wherein this ac ge hereof, refers to the	knowledgment is Agreement for:
Repair of Roof (portion) of 1	ZSA ADMIN Office at Y	mares Sports Area	na Ompd. Pesig
	SEP 03	2004	
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL thisday t	, st	Rizal Provincial
Doc No. Ce/		Dun Harra	4000
Page No. 14	119	TVE PRECIOUS V. VILLA	AYOR
Book No. XXV/		WE SO THOSE PROPERTY AND	BLIC
Series 20 24:		APPOINTMENT NO. 79-17	



#### NOTICE TO PROCEED

03 September, 2024

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

Improvement of Ynarcs Multi-Purpose Bldg. and Ynarcs Multi-Purpose Covered Court at Brgy. Takungan, Pililla, Rizal and Brgy. Poblacion, Teresa, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours.

NINA RICCI A. YNARES

Governor

Lacknowledge receipt of this Notice on:

914-24

Authorized Signature:

Name of the Representative of the Bidder. GERALD

GERALD KENN SJ. BILOG

### 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
GKB BUILDERS , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal and herein represented by its Proprietor/President/General Manager, GERALD KENN S.J. BILOG of legal age, Filipino citizen, single/married, resident of Morong, Rizal hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, s. 2024 namely:
Improvement of Ynares Multi-Purpose Bldg. and Ynares Multi-Purpose Covered Court at Brgy. Takangen, Pililla, Rizal and Brgy. Pablacion, Teresa, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 , 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 Nine Hundred Nine Thousand Three Hundred Eleven Pesos & 02/100 (P 909, 311.02 ), Philippine Currency.
& 02/100 (P 909, 311, 02 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 20, s. 2024
b. Certificate of Availability of Funds
<ul> <li>Scope/Program of Work and Detailed Estimate</li> </ul>
d. Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> </ul>
i. Addenda and Supplemental Bulletin
j. Notice of Award of Contract and the Contractor's Conformity thereto
The second secon
<ol><li>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;</li></ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Nine Thousand Three Hundred Eleven Pesos \$ 02/100

(P 909, 311.02 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Seventy-Two Thousand Seven Hundred Ninety-Three Pesos & 31/100 (P 272,793,31)

  Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE; (Not Applicable)
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

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

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

GKB BUILDERS

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

GERALD RENN S.J. BILOG Proprietor/Manager/President By:

WITNESSES

MARISSA N. CLEOFAS

MYLA BST ALARCON

# 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, NINA RICCI A. YNARES

Pasaport No. P7689056B

September 24, 2031 Manila

GERALD KENN S.J. BILLY

TIN No. 196-519-323

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

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

Improvement of Ynares Multi-Purpose Bldg. and Ynares Multi-Purpose Covered Court at Brgy. Takungan, Pililla, Rizal and Brgy. Poblacion, Teresa, Rizal

WITNESS MY HAND AND SEAL this SEP 163 2024

, at Rizal Provincial

Capitol, Antipolo City.

Doc No.

Book No. 22V/ Series 20.24

NOTARY PUBLIC THE PARTY.

APPOINTMENT NO. 21-15 MCLENO, VI-600E377

Youn lamager

**ROLL NO. 67736** FITT INTINCIPALITIES OF TAYYAY, GAINTA AND

TOT FOTAL UNITIC DECEMBER 11, 2025



#### NOTICE TO PROCEED

03 September, 2024

ENGR. CARLOS S. GERONIMO CSGER CONSTRUCTION CORP.

Rodriguez, Rizal

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORP. that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage/School Bldg./Ynares Stage at Brgy. Macabud and Brgy. Mascap, Montalban, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours,

Governor V

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

CARLOS S. GERONIMO

#### 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

CSGER CONSTRUCTION CORPORATION	, a sole proprie	torship/privat	e corporatio	m, duly
organized and existing under the laws of the Repu				
and office address at Montalban, Ri		herein rep		
Proprietor/President/General Manager, CARLOS			egal age,	
citizen, single/married, resident of Montalbe	m, Rizel	hereinafter	referred to	as the
CONTRACTOR, WITNESSETH, That,				

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalawigan Ordinance No. 20, 20, 20, 2024 namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage/School Building/Ynares Stage at Brgy. Macabud and Brgy. Mascap, Montalban, 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 31 July 2024 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Seven Hamired Thirty Two Thousand Eight Bundred Twenty Nine Pesos & 82/100 (P 3,732,829.82 ), Philippine Currency.

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

Staty Four (a) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

\*

- a. SP Ordinance No. 20, s. 2024
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Seven Hundred Thirty Two Thousand Eight Hundred Twenty Nine Pesos & 82/100 (P3,732,829.82 ).

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million One Hundred Nineteen Thousand Eight Hundred Forty Eight Pesos & 95/100 (P1,119,848.95)

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

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

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

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

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

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

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

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

the appropriate court of the City of Antipolo, with the exclusion of any other courts. WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT CSGER CONSTRUCTION CORPORATION Entity/Firm/Corporation By: CARLOS GERONIMO Provincial Covernor ( & Proprietor/Manager/President WITNESSES N. CLEOFAS 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 Place Valid ID Presented Date HON, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila CARLOS GERCATINO TIN No.009-082-732 All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage/School Building/Ynares Stage at Brgy. Macabud and Brgy. Mascap, Montalban, Rizal WITNESS MY HAND AND SEAL this day or 2024, at Rizal Province , at Rizal Provincial Capitol, Antipolo City. Doc No. Page No. 19

Book No. Series 20 211.



### NOTICE TO PROCEED

03 September, 2024

MR. NICKERSON H. SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizal

Dear Mr. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to NICKERSON CONSTRUCTION that work may proceed on the Improvement of Perimeter Fence at San Isidro National High School - Annex, Brgy. San Isidro, Montalban, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICES YNARES

I acknowledge receipt of this Notice on:

Authorized Signature;

Name of the Representative of the Bidder

NICKERSON H. SAGUN

### 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
NICKERSON 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 Montalban, Rizal , and herein represented by its Proprietor/President/General Manager, NICKERSON SAGUN , of legal age, Filipino citizen, single/married, resident of Montalban, Rizal , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, s. 2024 namely:
Improvement of Perimeter Fence at San Isidro National High School-
Annex, Brgy. San Isidro, Montalban, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 , 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 Nine Hundred Minety Five Thousand Three
Hundred Eighty Four Pesos & 79/100 (P 995, 384, 79 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Sixty Fight (68) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 20, s. 2024
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications e. Construction Schedule
f. Request for Expression of Interest
<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> </ul>
h. Bid Security
<ul> <li>i. Addenda and Supplemental Bulletin</li> <li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li> </ul>
<ol> <li>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;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

Nine Hundred Ninety Five Thousand Three Hundred Fighty Four Pesos
4 29/100 (P 995,384.79

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;

when f

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

Six Hundred Fifteen Pesos & 44/100 (P 298,615.44)

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE; (Not Applicable)
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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









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

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

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

NICKERSON CONSTRUCTION	RIZAL PI	ROVINCIAL GOVER	NMENT
Entity/Fran/Corporation  By:  NICKERSON SAGUN  Proprietor/Manager/President	By:	INA RICCIA. YNAI	
	WITNESSES		
MARISSA N. CLEOFAS		myst	
MANUSA M. CLEGOR	, 16	YLA HS. ALARGON	
NOT	ARIAL ACKNOWLEDGY	IENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Publi	e for and in Antipolo City, pe	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A, YNARES	Passport No. P7689056B	September 24, 2031	Manila
MICRERSON SAGUN	TIN No412+09U-913		
All known to me and to me kn and acknowledgment that the same is respectively present.	nown to be the same person/s their free voluntary act and	who executed the fore i deed as well as the	going instrumen entity that they
	three (3) pages including this	5 6 10	Immunications and S

SPP 97 3 2024

, at Rizal Provincial

Annex, Brgy. San Isidro, Montalban, Rizel

WITNESS MY HAND AND SEAL this \_\_\_\_

Capitol, Antipolo City.

Doc No.
Page No.
Book No.
Series 20 24.



#### NOTICE TO PROCEED

03 September, 2024

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Morong, Rizal

Dear Engr. Villaroman:

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

LARD BUILDERS that work may proceed on the

Repair/Repainting of Ynares Multi-Purpose Covered Court at Sub Urban Phase IF, Brgy. San Jose, Montalban, Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICES YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C VILLAROMAN

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 8, 2024

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

LARD BUILDERS organized and existing under the laws of		sole proprie e Philippines			
and office address at Borne Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,	RENATO VILL	ADCRIAN	, of	epresented legal age, referred to	Filipino
WHEREAS, the PROVINCE dec	clares that certain	infrastructure	works sho	uld be const	ructed in

Repair/Repainting of Ynares Multi-Purpose Covered Court at Sub-Urban Phase 1F, Brgy. San Jose, Montalban, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Four Hundred Seven Thousand

Eight Hundred Seventeen Pesos & 09/100 (P 1,407,817.09 ), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - SP Ordinance No. 20, 8, 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addends and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Four Hundred Seven Thousand Eight Hundred Seventeen Pesos & 09/100 (P1,407,817.09 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure

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



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

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

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be









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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of SEP 0 3 2024 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT LARD BUILDERS Entity/Firm/Corporation By: By: RENATO VILLAROMAN Provincial Governor Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Date Place Valid ID Presented Name/Entity

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.

Passport No. P7689056B

TIN No. 119-041-448

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 Ynames Multi-Purpose Covered Court at Sub Urben Phase IF, Brgy. San Jose, Montalban, Rizal

WITNESS MY HAND AND SE	AL this SEP day of	at Rizal Provincia
Capitol, Antipolo City.		

Page No. /5
Book No. /5
Series 20 24.

HON, NINA RICCI A, YNARES

RENATO VILLAROMAN

ATTE VARCIOUS & VILLEBATOR
NOTARY PUBLIC
MANUAL CASTRELL ACE.
APPRICATION OF THE ACE.
APPRICATION OF T

September 24, 2031

Manila



#### NOTICE TO PROCEED

03 September, 2024

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Morong, Rizal

Dear Engr. Villaroman:

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

LARD BUILDERS that work may proceed on the

Construction of Drainage Canal of Ynares Multi-Purpose

Covered at Gold River Subd., Brgy, Burgos, Montalban, Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCIA. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

#### 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

LARD BUILDERS	. a sole	proprietorship/private co	orporation, duly
organized and existing under the laws of and office address at Baxes, Proprietor/President/General Manager,	f the Republic of the Ph Rizel	and herein repres	lace of business
citizen, single/married, resident of	Baras, Rizal	, hereinafter refe	
CONTRACTOR. WITNESSETH, Tha		·	
WHEREAS, the PROVINCE d pursuant of the Sangguniang Panlalawig			e constructed in namely:
Construction of Drainage Court at Gold River Subdi			
WHEREAS, the CONTRACTO	OR, warranting that it lu	us the financial and, techn	ical competence



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

to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive

the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of ... One Million Two Hundred Ninety Four Thousand

\_\_\_\_, has accepted and binds itself to undertake

(P1, 294, 047, 76

), Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within ( 80 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, s. 2024

Bid in a public bidding held last 31 July 2024

in consideration of the amount of Forty Seven Pesos & 76/100

- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Two Hundred Minety Four Thousand Forty Seven Pesos & 76/100 (P 1,294,047,76

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Righty Eight Thousand
- Two Bundred Fourteen Pesos & 33/100 (P388,214,33)

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

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

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



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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of SEP\_0\_3\_2024 at Antipolo City.

LARD BUILDERS RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By: By:

RENATO VILLAROMAN Proprietor/Manager/President Provincial Sovernor September Sep

#### 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, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila
RENATO VILLAROMAN TIN No.119-061-448

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

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

Construction of Drainage Canal of Ynsres Multi-Purpose Covered

Court at Gold River Subdivision, Brest Purson 1024 Fontalban, River Provincial Capitol, Antipolo City.

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Page No. 15
Book No. 2201
Series 20 29.

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#### NOTICE TO PROCEED

03 September, 2024

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 Ynares Multi-Purpose Covered Court at Brgy. Lagundi, Morong, Rizal effective—September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

914774

Authorized Signature:

Name of the Representative of the Bidder

GERALD KENN SJ. BILOG

#### 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

GRB BUILDERS	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the l	Republic of the Philippines, with principal place of business  and herein represented by its
Proprietor/President/General Manager, GE	RALD KERN S.J. BILOC , of legal age, Filipino
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	foreig, Rizel , hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 8, 2024 namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Laguari, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven hundred Thirty Three Thousand Five itundeed Pages 5 30/100 (p. 733, 500, 33 ), 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 calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 20, v. 2024
- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

Seven Hundred Thirty Three Inquesto Five Buildred Feeds 4 30/100

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



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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Twenty Thousand Fifty Pesos & 09/100 (P 220,050,09)

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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; (Not Applicable)
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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



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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. SEP II 3 ZUZA IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of at Antipolo City. CKB BUTLDERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Bv: By: GERALD KENES.J. BILOG Provincial Governor/ Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity HON, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Martin GERALD KENN S.J. BILOG THE No. 196-519-323 respectively present.

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

This instrument, consisting of three (3) pages in written and has been signed by the parties hereto in each a		
Repair/Repainting of Ynares Multi-Pa Brgy. Lagundi, Morong, Risal	SEP 0 3 202	
WITNESS MY HAND AND SEAL this	day of	, at Rizal Provincial
Doc No. 79 Page No. 77 Brook No. 77	NO	ATTY. PRECIOUS V. VILLAMAY

JEF NO. 384288 / 04/01/2024 / RIZAL ATPOINTMENT NO 24-15 NOLE NO. VITAGOUST? ROLL NO. BFF38 FOR SCHOOL FACTORS OF TAYING CARRYA AND ANTIPOLO CITY FROM NEE OF BIZAL UNTIL DECEMBER 31, 2015



#### NOTICE TO PROCEED

03 September, 2024

MR. LAURO M. UBIADAS JL GAV CONSTRUCTION Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to JL GAV CONSTRUCTION—that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Sitio Balante, Brgy. San Jose, Morong, Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

914.74

Authorized Signature:

Name of the Representative of the Bidder

LAURO M. UBIADAS

#### 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

JL GAV CONSTRUCTION	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the and office address at Binangonan Proprietor/President/General Manager, L citizen, single/married, resident of Bin CONTRACTOR. WITNESSETH, That,	Republic of the Philippines, with principal place of business, Kizal and herein represented by its AURO M. UBIADAS of legal age, Filipine
WHEREAS, the PROVINCE declar pursuant of the Sangguniang Panlalawigan O	es that certain infrastructure works should be constructed in redinance No. 20, 8, 2024 namely:
Repair/Repainting of Ynares Brgy. San Jose, Morong, Riz	Multi-Purpose Covered Court at Sitio Balante, al
Bid in a public bidding held last the construction and completion of the above following standards set forth in the bid does in consideration of the amount of	varranting that it has the financial and, technical competence orks, has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake we said infrastructure works strictly in accordance with the ments, approved plans, program of works and specification with Mine Hundred Fifteen Thousand
Nine Pesos & 54/100	(P1, 915, 009, 54 ), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty Eight (66) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, s. 2024
  - b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Nine Hundred Fifteen Thousand Nine Pesos & 54/100

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

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Seventy Four Thousand Five Hundred Two Pesos & 86/100 (P 574,502,86 )

Hundred Two Pesos & 86/100

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this SFP 0 3 2024 at Antipolo City. JL GAV CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS 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, NINA RICCI A, YNARES September 24, 2031 Manila Passport No. P7689056B LAURO M. UBLADAS TIN No. 167-321-587

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

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

Repair/Repainting of	Ynares	Multi-Furpose	Covered	Court	at
Sitio Belente, Brgy.	San Jos	e, Morong, Riza	1	SHOW THE	0.0

	WITNESS N	MY HAND	AND	SEAL	this	SEP	0 day 2024	, at Riza	Provincia
Capitol,	Antipolo City	y.							

Page No. 16
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Series 2029

ATTY. NOTEAR Y PUBLICAYOR

NOTATI PUBLIC

POLYCE SECTION 1 A 1/1/2/2014 AUGUS

100-401 SECTION 1 A 1/1/2/2014 AUGUS

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FOR SECURIORISTICS OF NO



#### NOTICE TO PROCEED

03 September, 2024

MR. FELIMON M. SANTOS FLS CONSTRUCTION & BUILDERS Taytay, Rizal

Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to FLS CONSTRUCTION & BUILDERS that work may proceed on the Provision of School Gate and Construction of Covered Pathwalk at Brgy, Pintong Bukawe, San Mateo, Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RECTIA, YNARES

I acknowledge receipt of this Notice on:

artail

Authorized Signature:

Name of the Representative of the Bidder:

FELIMON M. SANTOS

#### 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
FLS CONSTRUCTION & BUILDERS , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Taytay, Rizel , and herein represented by its Proprietor/President/General Manager, FELIMIN SANTOS , of legal age, Filipino citizen, single/married, resident of Taytay, Rizel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 8, 2024 namely:
Provision of School Gate and Construction of Covered Pathwalk at
Brgy. Pintong Bukiwe, San Mateo, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Eight Hundred Five Thousand Three Hundred Seventy Three Pasos & 65/100 (P1,605,373.65), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within
Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 20, E. 2024 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications
e. Construction Schedule
<ul> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning</li> </ul>
bidder/s two (2) bidding envelopes
h. Bid Security
<ol> <li>Addenda and Supplemental Bulletin</li> <li>Notice of Award of Contract and the Contractor's Conformity thereto</li> </ol>
<ol> <li>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;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Eight Hundred Five Thousand Three Hundred Seventy Three

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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 Five Hundred Forty One Thousand Six

Hundred Twelve Pesos & 10/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

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

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

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



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

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

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

#### 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, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila
FELIMIN SANTOS TIN No. 137-732-196

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:

Provision of School Gate and Construction of Covered Pathwelk at Brgy. Pintong Bukawa, San Mateo, Rival

	WITNESS MY	HAND	AND	SEAL	this	SE	di	3	2024	- 4	at	Rizal	Provincia
Capitol,	Antipolo City.												

Doc No. (2)
Page No. 18
Book No. XXVI
Series 20 20.

NOTARY PUBLIC (C)

THE MANAGEMENT OF THE PARK CONTRACT IN MICH.



#### NOTICE TO PROCEED

03 September, 2024

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP, that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court (Tennis Court) at Modesta Vill., Brgy. Sto. Niño, San Mateo, Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCIA. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidger.

FERNANDO L. ARADA



#### 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

FLAG CONSTRUCTION CORPORATION organized and existing under the laws of t and office address at Binongs	he Republic of the Philippines	with principal place of business herein represented by its
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	FERNANDO ARADA Binsneonen, Rivel	of legal age, Furpino
WHEREAS, the PROVINCE dec	lores that certain infrastructure	e works should be constructed in

Repair/Repainting of Ymeres Multi-Purpose Covered Court (Tennis Court) et Modesta Village, Brgy. Sto. Nino, San Mateo, Rizal

20, 0, 2024

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 31 July 2024 \_\_\_\_\_, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of \_\_\_\_\_\_ One Million Thirty Seven Thousand Four Hundred \_\_\_\_\_\_ Elebry Five Penns & 11/100 \_\_\_\_\_\_ Philippine Currency.

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

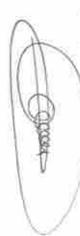
- 1. The whole works subject matter of this Agreement shall be completed within Fifty Six (56) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, s. 2024

pursuant of the Sangguniang Panlalawigan Ordinance No. \_\_

- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Thirty Seven Thousand Four Hundred Eighty Five Pesos & 11/100 (P 1,037,485.11 ).

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



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

  Forty Five Pasca & 53/100

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

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

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

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









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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement the 0 3 2029 of at Antipolo City.

### FLAG CONSTRUCTION CORPORATION

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Proprietor/Manager/President

Ву

NINA RICCIONANTARES
Provincial Governor (

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

#### 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, NINA RICCI A, YNARES

Passport No. P7689056B

September 24, 2031 Manila

FERNANDO ARADA

respectively present.

TIN No. 007-885-673

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

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 Youres Multi-Purpose Covered Court (Tennis Court)

at Modeste Village, Brgy. Sto. Nino, Sen Mateo, Rigal 3 2024

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_ day of \_\_\_\_\_ at Rizal Provincial

Capitol, Antipolo City.

Doc No.

Page No. /

Book No. XXVI

Series 2024.

ARTER PUBLIC

NOTARY PUBLIC

NOTE NO. VIOLENCE NO. 17735

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#### NOTICE TO PROCEED

03 September, 2024

MR. VIVENCIO C. BERNARDO V. BERNARDO CONST. & TRADING Morong, Rizal

Dear Mr. Bernardo:

The attached Contract Agreement having been approved, notice is hereby given to 
V. BERNARDO CONST. & TRADING—that work may proceed on the 
Concreting of Road at Brgy. Sampaloc, Tanay, Rizal 
effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCIA. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

914.24

VIVENCIÓ C. BERNARDO

#### 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Manager, VIVENCIO G. BERNARDO of legal age, Filipine
Proprietor/President/General Manager, VIVERGIO G. BERGARDO , of legal age, Filipino
citizen, single/married, resident of Morong, Rizal , hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,
Secure accesses to the state of
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No. 20, v. 2024 namely:
Concreting of Road at Brgy. Sampeloc, Tanay, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
Bid in a public bidding held last 31 July 2024 , has accepted and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the bid documents, approved plans, program of works and specification
in consideration of the amount of Four Million Nine Hundred Thirty Five Thousand Two Hundred Seventeen Pesos 5 93/100 (P A 935 217.93 ), Philippine Currency.
Two Hundred Seventeen Pegos 5 93/100 (P 4,935,217,93 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto

The whole works subject matter of this Agreement shall be completed within One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of

Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

a. SP Ordinance No. 20, #. 2024

hereby agree as follows:

b. Certificate of Availability of Funds
 c. Scope/Program of Work and Detailed Estimate

d. Plans and Specifications

e. Construction Schedule

f. Request for Expression of Interest

g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes

h. Bid Security

i. Addenda and Supplemental Bulletin

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Nine Hundred Thirty Five Thousand I've Hundred Seventeen
Pesos & 93/100 (P4,935,217.93 ).

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





- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Four Hundred Eighty Thousand
  Five Hundred Sixty Five Pesos & 38/100 (P 1,480,565,38 )

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

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

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

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

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

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

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

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

the appropriate court of the City of Ant	ipolo, with the exclusion	n of any other courts.	
IN WITNESS WHEREOF, the	parties have hereunto ipolo City.	signed this Agreement this	day of
V. BERNAPPO CONSTRUCTION & T	RADING RIZA	L PROVINCIAL GOVER	RNMENT
By:	By:	0.1	
VIVENCIO C. EHRMARDO		NINA RIGGIA. YNA	RES
Proprie or/Manager/President		Provincial Governo	
	WITNESSES	*	
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MARISSA N. CLEOFAS		INLY TO ALARCON	Ŀ
CoCoe DEBUGGE		acce construction	
NOTA	ARIAL ACKNOWLE	DGMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo Ci	y, personally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056	B September 24, 2031	Manila
VIVENCIO G. REENARDO	TIN No. 301-271-	087	
All known to me and to me kn and acknowledgment that the same is respectively present.	own to be the same per- their free voluntary ac	son/s who executed the for it and deed as well as the	egoing instrument entity that they
This instrument, consisting of written and has been signed by the partie			
Concreting of Road at	Bogy. Sampaloc, T	ensy, Risal	
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL this	iay of, at	Rizal Provincial
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Series 2021 .		MATRIX PU	All Section 18 Section



#### NOTICE TO PROCEED

03 September, 2024

MR. LAURO M. UBIADAS JL GAV CONSTRUCTION Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to JL GAV CONSTRUCTION that work may proceed on the Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court at Brgy. Sta. Ana, Taytay, Rizal

effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICESA. YNARES

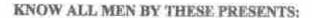
I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

9 4-24

LAURO M. UBIADAS



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

JL GAV CONSTRUCTION	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of	of the Philippines, with principal place of business
and office address at Binangonen, Rizel	, and herein represented by its
Proprietor/President/General Manager, LAURO M.	UBTADAS . of legal age, Filipino
citizen, single/married, resident of Binengonen,	Rizal , hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,	h i

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20,54 2024 namely:

Repair/Repainting/Improvement of Ymares Pulti-Purpose Covered Court at Brgy. Sts. ans, Taytsy, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 bas 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 o

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - SP Ordinance No. 20, 5, 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Six Hundred Forty Thousand Three Hundred Two Pesos & 54/100 (P3,640,302.54).

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

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One M111on Ninety Two Thousand

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_\_ day of SEP 13 2024 \_\_\_\_\_\_\_ at Antipolo City.

JL GAV CONSTRUCTION \_\_\_\_\_\_\_ RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By: \_\_\_\_\_\_\_ By;

LAURO M. UBIADAS \_\_\_\_\_\_\_ NINA RIESPIA. YNARES Proprietor/Manager/President \_\_\_\_\_\_\_ Provincial Jovernor \_\_\_\_\_\_\_ WITNESSES

MARJSSA N. CLEOFAS \_\_\_\_\_\_\_ MILA DS. ALARON \_\_\_\_\_\_\_\_

#### 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, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila
LAURO M. UBIADAS TIN No. 167-321-587

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/	Improvement of	Ynames Multi-Purpose	Covered	Court
at Brgy. Sta. Ana,				

	DOLLARS SERVICE MADE IN	La Principal Contract	SEUDI DESI	SEP and 3 2024			manager (a)
	WITNESS MY	HAND AND	SEAL this	DEL GRA PLEATER	, at 1	X1ZIII	Provincia
Capitol.	Antipolo City.						

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#### NOTICE TO PROCEED

03 September, 2024

MR. LAURO M. UBIADAS JL GAV CONSTRUCTION Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to JL GAV CONSTRUCTION that work may proceed on the Repair/Repainting of Ynares School Bldg, at Sta. Ana Elem. School, Brgy. Sta. Ana, Taytay, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCIA, YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

AUROM TIRTADAS

#### 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

JL GAV CONSTRUCTION	, a sole pr	oprietorship/private corporation, duly
organized and existing under the laws of and office address at Binange	the Republic of the Philip	prines, with principal place of business and herein represented by its
Proprietor/President/General Manager,	LAURO M. UBIADAS	, of legal age, Filipino
citizen, single/married, resident of		, hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 8, 2024 namely:

Repair/Repainting of Ynares School Building at Sta. Ana Elementary School, Brgy. Sta. Ana, Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Five Hundred Seventy Six Thousand One Hundred Sixty Three Pesos 5 69/100 (P1.575, 163.69 ), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty

  (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, s, 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addends and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Five Hundred Seventy Six Thousand One Hundred Sixty Three Pesos & 69/100 (P1,576,163.69 ).

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



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

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

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

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

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

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

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

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

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

#### 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, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila
LAURO M. UBTADAS TIN No. 167-321-587

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 Ynores School Building at Ste. Ans Elementary School, Brgy. Ste. Ana, Taytay, Rizal

WITNESS MY HAND AND SEAL thi	s SEPds 36 2024	, at	Rizal Provincial
Capitol, Antipolo City.			

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Page No. 75
Book No. 5500
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ATTY, PRECIOUS Y, VILLAMAYOR
ACTOR STRICT
APPENTAGE NO. 18-12
APPE



#### NOTICE TO PROCEED

03 September, 2024

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

Asphalt Overlaying along E. Rodriguez Ave. (portion) Brgy. San Isidro, Taytay, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCI A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

PORFIRIO P. MINA

# CONTRACT AGREEMENT 70

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

JRD-DZ ENTERPRISES	epublic of the Philippines, with principal place of business
organized and existing under the laws of the Ro	epublic of the Philippines, with principal place of business
Promietry/Persident/Granet Manager From	izel and herein represented by its
citizen, single/married, resident of Tene	FIRIO MINA , of legal age, Filipino v. Rival , hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,	y, Alesa
CONTRACTORS WITH BOSE III, IIIII,	
WHEREAS, the PROVINCE declares	that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ord	inunce No. 20 - 2024 namely:
	odriguez Avenue (portion) Brgy.
San Isidro, Taytay, Rizal	
	a to the a will also the second and the second as
WHEREAS, the CONTRACTOR, war	ranting that it has the financial and, technical competence
to undertake the above said infrastructure work	is, has been declared as the Lowest Calculated Responsive
the construction and completion of the characteristics	2024 , has accepted and binds itself to undertake
following standards set forth in the hid decom	said infrastructure works strictly in accordance with the ents, approved plans, program of works and specification
in noncideration of the amount of Corres &	fillion One Hundred Ninety Tvo Thousand
Nine Pesos & 38/100	(P 7,192,009,38 ), Philippine Currency.
Hattie Teady of Doy 200	(1_23424300300 ), Timppino

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

- 1. The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, s. 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Million One Hundred Ninety Two Thousand Nine Pesos 5 38/100 (P\_7,192,009.38 ).

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;



B

when &

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million One Hundred Fifty Seven Thousand Six Hundred Two Pesos & 81/100 (P2,157,602,81 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

#### NOTARIAL ACKNOWLEDGMENT

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

MARISSA N. CLEOFAS

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

Name/Entity Valid ID Presented Date Place
HON, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila
PORFIRIO MINA TIN No. 156-422-889

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

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

Asphalt Overlaying elong E. Rodriguez Avenue (portion) Brgy. San Isidro, Taytay, Rizal

WITNESS MY HAND AND SEAL this SEP 3 2024 , at Rizal Provincial Capitol, Antipolo City.

Doc No. 600
Page No. 13
Book No. 2201
Series 20 24

ATTE PRECIOUS V. USLAMAVOR

ATTE PRECIOUS V. USLAMAVOR

ATTENDED SECURITY AND A STATE OF THE PRECIOUS APPROXIMATION FOR THE PRECIOUS APPROXIMATE OF THE PRECIOUS APPROXIMATE APPROXIMA



#### NOTICE TO PROCEED

03 September, 2024

MR. LAURO M. UBIADAS JL GAV CONSTRUCTION Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to JL GAV CONSTRUCTION that work may proceed on the Extension of Ynares School Bldg, at San Juan Elem. School, Brgy. San Juan, Taytay, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCI A YNARES

Governor

I acknowledge receipt of this Notice on:

91400

Authorized Signature:

Name of the Representative of the Bidder

LAURO M. UBIADAS

#### 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

JL GAV CONSTRUCTION	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic and office address at Binengonen, Rizel	of the Philippines, with principal place of business and herein represented by its
Proprietor/President/General Manager, LAURO N.	UBIADAS , of legal age, Filipino
citizen, single/married, resident of Binangonan, CONTRACTOR, WITNESSETH, That,	Rizel, hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 8 2024 namely:

Extension of Yneres School Building at Sen Juan Elementary School, Brgy. San Juan, Taytay, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Four Fundaced Fights Thousand (P 3,485,012.31 ), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within <a href="One-Hundred">One-Hundred</a> (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, 8, 2024
  - b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Four Hundred Eighty Eight Thousand Twelve Pesos & 31/100

(P\_3,488,012.31 )

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;



Road

- 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;

Education Performance security of PESOS One Fillion Forty Six Industrial Pour Fundament Three Pesos & 69/100 (P 1.045.403.69)

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, bours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them
  in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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. 376, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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ed .

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of SEP 0 3 2024 at Antipolo City. JL GAV CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: LAURO M. UBLADAS Provincial Givernor / & Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 1 S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity Passport No. P7689056B September 24, 2031 Marrilla HON, NINA RICCI A. YNARES TIN No. 167-321-587 LAURO M. UBIADAS

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:

Extension of Yneres School Building at San Juan Elementary School, Brgy. San Juan, Taytay, Rizel

WITNESS MY HAND AND SEAL this SEPLAY OF 2024, at Rizal Provincial Capitol, Antipolo City.

Doc No. 74
Page No. 76
Book No. 224

Series 2024

ATTY, PRINCIPLE Y, VILLEBRANCE NO PRINCIPLE UBL. 10
WITH BUT PERSON PRODUCTOR TELEMANTOR AND PRINCIPLE OF STATE OF STATE



#### NOTICE TO PROCEED

03 September, 2024

MR. GIL B. VILLONES JILL CONSTRUCTION AND TRADING Antipolo City

Dear Mr. Villones:

The attached Contract Agreement having been approved, notice is hereby given to JILL CONSTRUCTION AND TRADING that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Quiterio San Jose Elem. School, Brgy. May-Iba, Teresa, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours,

NINA RICCLA

Governor

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

GIL B. VILLONES

# CONTRACT AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
JILL CONSTRUCTION & TRADING, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address atAntipolo_City, and herein represented by its Proprietor/President/General Manager,GIL_VILLONES, of legal age, Filipino citizen, single/married, resident ofAntipolo_City, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 5, 2024 namely:
Repair/Repainting of Ynares Multi-Purpose Covered Court at Quiterio San Jose Elementary School, Brgy. May-Iba, Teresa, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six Bundred Thirty Nine Thousand Ninety Six Pesos & 93/100 (P 639,096.93), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Forty.  (40) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 20, s. 2024 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule
<ul> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> </ul>
<ol> <li>Addenda and Supplemental Bulletin</li> <li>Notice of Award of Contract and the Contractor's Conformity thereto</li> </ol>
<ol> <li>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;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
Six Hundred Thirty Nine Thousand Ninety Six Pesos 4 93/100
Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Ninety One Thousand Seven Hundred Eventy Nine Pesos & 08/100 (P 191,729.08

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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; (Not Applicable)
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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





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

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

the appropriate court of the City of All	imporo, with the exclusion of	any other courts.		
IN WITNESS WHEREOF, the SEP 0 3 at Ar	ne parties have hereunto signo ntipolo City.	ed this Agreement this	day (	ηf
JILL CONSTRUCTION & TRADING Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOVER	NMENT	
By: OTTLONES	By:	INA RICCIA. YNAI	RES	
Proprietor/Manager/President	267	Provincial Covernor		
	WITNESSES			
4		18.0		
MARISSA N. CLEOFA	9	MYTA DS. ALARCON	=	
NOT	ARIAL ACKNOWLEDGM	IENT		
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.				
BEFORE ME, a Notary Publi	e for and in Antipolo City, po	ersonally appeared the	following	
Name/Entity	Valid ID Presented	Date	Place	
HON, NINA RICCI A, YNARES	Passport No. P7689056B	September 24, 2031	Manila	
GIL VILLONES	TIN No.136-185-330			
All known to me and to me kn and acknowledgment that the same is respectively present.	nown to be the same person/s s their free voluntary act an	who executed the fore d deed as well as the	going instrume entity that the	nt
This instrument, consisting of written and has been signed by the parti				
Repair/Repainting of 1 San Jose Elementary Sc	Ynares Multi-Purpose C chool, Brgy. May-Iba,	overed Court at ( Teress, Rizel	viterio	
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL this	of 0 3 2024 at	Rizal Provinci	al
Doc No. P3 Page No. 10		14000	-puillame	10

Book No. 2 Series 20 22 .



#### NOTICE TO PROCEED

03 September, 2024

MR. LAURO M. UBIADAS JL GAV CONSTRUCTION Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to JL GAV CONSTRUCTION that work may proceed on the Imprv./Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Dalig, Teresa, Rizal effective September 6, 2024 (Friday).

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

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

Very truly yours,

Governor VNARES

I acknowledge receipt of this Notice on:

4.4.24

Authorized Signature:

Name of the Representative of the Bidder

LAURO M. URIADAS

# CONTRACT AGREEMENT

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

JL GAV CONSTRUCTION	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republi	ic of the Philippines, with principal place of business
Proprietor/President/General Manager, LAURO M.	UBIADAS , of legal age, Filipino 1. Rizal , hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	1. B1281 , heremanes referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 20, 8, 2024 namely:

Improvement/Repair/Repainting of Yneres Multi-Purpose Covered Court at Brgy. Dalig, Teresa, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 31 July 2024 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million One Handred Thirty Two Thousand Seven Hundred Ninety Nine Pesos & 91/100 (P 3 132 709 91 ), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within <a href="Sixty">Sixty</a> (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 20, s. 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Comract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million One Hundred Thirty Two Thousand Seven Hundred Minety Nine Pesos & 91/100 (P 3,132,799.91 ).

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



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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Hundred Thirty Nine Thousand Eight Hundred Thirty Nine Pesos & 97/100 (P 939,839,97)

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

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

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

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



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

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

JL GAV CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

LAURO M. UBLADAS

Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

NOTARIAL ACKNOWLEDGMENT

day of

RIZAL PROVINCIAL GOVERNMENT

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

MYLA DS. ALARCON

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 NINA RICCI A. YNARES Passpon No. P7689056B September 24, 2031 Manila
LAURO M. UBTADAS TIN No. 167-321-587

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

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

Improvement/ Repair/Repainting of Ynarcs Multi-Purpose Covered Court at Brgy. Dalig, Terese, Rizel

WITNESS MY HAND AND SEAL this SEP 23 of 24 at Rizal Provincial Capitol, Antipolo City.

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