

### NOTICE TO PROCEED

25 September, 2025

MR. EDGARDO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP.

Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Kalayann, Angono, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours

NINA RICCI ANYNARES
GOVERNOT

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I acknowledge receipt of this Notice on:

926.75

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO 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
KIT UBIADAS CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, EDGARDO M. UBIADAS, 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. 18, S, 2025 namely:
Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Kalayaan, Angono. 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
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:
<ul> <li>a. SP Ordinance No18, S. 2025</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</li></ol>

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Seventeen Thousand Five Hundred Eighty Nine Pesos and 28/100

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;

of this Agreement in conformity with the province of the Contract;

- 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 Five Thousand Two Hundred Seventy Six Pesos and 78/100 (P 605,276.78 )

  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





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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.

the appropriate court of the City of	Antipolo, with the exclusion of	ation of this Agreemen of any other courts.	t, shall belong to
IN WITNESS WHEREOF,	the parties have hereunto sig	CONTRACTOR OF THE PROPERTY OF THE PARTY OF T	day of
KIT UBIADAS CONSTRUCTION	CORP RIZAL	PROVINCIAL GOVER	NMENT
Entity/Firm/Corporation		- 1	71 71 70 00 00 1 W
By: Om-	By:	Ray	
EDGARDO M. UBIADAS	Y	NINA RICCI A. VNAI	DEG:
Proprietor/Manager/President	2	Provincial Governor	
	WITNESSES		
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MARISSA N. CLEOI	FAS NA	VICTORIA B. TEJADA	
	IVIIV.	VICTORIA B. TEJADA	A.
NO	TARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES	V:		
ANTIPOLO CITY ) S.S			
BEFORE ME, a Notary Pub	lie for and in Antipolo City, p	personally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
EDGARDO M. UBIADAS	TIN No. 008-410-689		
All known to me and to me and acknowledgment that the same respectively present.  This instrument, consisting of	is their free voluntary act ar	nd deed as well as the	entity that they
written and has been signed by the part	ies hereto in each and every pa	ige hereof, refers to the A	greement for:
Repair/Repainting of Ynare		Unique de la companya del la companya de la company	n, Angono,
WITNESS MY HAND AND Capitol, Antipolo City.	200	SEP 2125 of, at I	Rizal Provincial
Doc No		ATTY, MARIA SALVE	UBAYA-ADMIOS

IEF Lifetime Roll No. 09047/RSM Chapter MCLE Compliance No. VIII-0011430/Aug 6, 2014 970 Vn 23134860A/Jan.2.2025/Rigal

Book No. Series 20 35.



### NOTICE TO PROCEED

25 September, 2025

MR. EDGARDO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP.

Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Improvement of Yuares Multi-Purpose Covered Court at San Martin Subd., Brgy. San Isidro, Angono, Rizal

effective September 29, 2025 (Monday).

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

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

Very truly yours,

NINA RICCI A YNARES

I acknowledge receipt of this Notice on:

2 B SEP 2025

Authorized Signature:

Name of the Representative of the Bidder.

EDGARDO 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

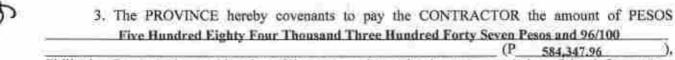
organized and existing under the laws of the Republic of the Philippines, with principal place of and office address at Binangonan, Rizal, and herein represented Proprietor/President/General Manager, EDGARDO M. UBIADAS, of legal age citizen, single/married, resident of Binangonan, Rizal, hereinafter referred CONTRACTOR, WITNESSETH, That,  WHEREAS, the PROVINCE declares that certain infrastructure works should be compursuant of the Sangguniang Panlalawigan Ordinance No. 18, s. 2025	by its Filipino to as the
Proprietor/President/General Manager, <u>EDGARDO M. UBIADAS</u> , of legal age citizen, single/married, resident of <u>Binangonan</u> , <u>Rizal</u> , hereinafter referred CONTRACTOR, WITNESSETH, That,  WHEREAS, the PROVINCE declares that certain infrastructure works should be con-	, Filipino to as the
CONTRACTOR. WITNESSETH, That,  WHEREAS, the PROVINCE declares that certain infrastructure works should be con-	to as the
CONTRACTOR, WITNESSETH, That,  WHEREAS, the PROVINCE declares that certain infrastructure works should be con-	
WHEREAS, the PROVINCE declares that certain infrastructure works should be con- pursuant of the Sangguniang Panlalawigan Ordinance No. 18, s, 2025	structed in
pursuant of the Sangguniang Panlalawigan Ordinance No. 18, s. 2025	structed in
pursuant of the Sangguniang Panialawigan Ordinance No. 18, s. 2025	
	namely:
Isidro, Angono, Rizal  WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical or to undertake the above said infrastructure works, has been declared as the Lowest Calculated R Bid in a public bidding held lastAugust 22, 2025, has accepted and binds itself to the construction and completion of the above said infrastructure works strictly in accordance following standards set forth in the bid documents, approved plans, program of works and spin consideration of the amount of Five Hundred Eighty Four Thousand Three Hundred F Pesos and 96/100 (P584,347.96), Philippine of the amount of Pesos and 96/100 (P	esponsive undertake e with the ecification orty Sever Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the part hereby agree as follows:	
<ol> <li>The whole works subject matter of this Agreement shall be complete</li> </ol>	
Forty (40 ) calendar days, in accordance with the provisions	127 LAC BACK

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- SP Ordinance No. 18, s. 2025
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate

herewith and incorporated herein by way of reference, namely:

- 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;



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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 One Hundred Seventy Five Thousand Three Hundred Four Pesos and 39/100 (P 175,304.39 )

  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 of the appropriate court of the City of An	r suit out o tipolo, with	f the implements the exclusion of	tion of this Agreemer fany other courts.	it, shall belong to
IN WITNESS WHEREOF, th		ve hereunto sign		sday of
KIT UBIADAS CONSTRUCTION CO	RP	DIZAL D	DOUBLETAL COURT	N /2 /
Entity/Firm/Corporation		KIZAL F	ROVINCIAL GOVE	CNMENT
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MAKISSA N. CLEOPA	13	MA.	VICTORIA B. TEJAD	A
NOTA	ARIAL AC	KNOWLEDGN	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.				
BEFORE ME, a Notary Public	for and in	Antipolo City, pe	ersonally appeared the	following
Name/Entity	Valid I	D Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport N	lo. P7689056B	September 24, 2031	Manila
EDGARDO M. UBIADAS	TIN No	008-410-689		
All known to me and to me known and acknowledgment that the same is respectively present.	own to be their free	ne same person/s voluntary act and	who executed the fore i deed as well as the	going instrument entity that they
This instrument, consisting of t written and has been signed by the parties	hree (3) pa s hereto in e	ges including this ach and every pag	s page wherein this ac ge hereof, refers to the	knowledgment is Agreement for:
Improvement of Ynares Mul	ti-Purpose	Covered Court	at San Martin Subd.	Brgy, San
-1.00 •10 0000000000000000000000000000000				
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL this	Angono, Rizal 2 5 SE day o	F 205, at	Rizal Provincial
Page No. 37 Book No. 2 Series 20 3			ATTY MARIA SALVE	ORUBAYA. A C

IBP Lifetime Roll No. 09047/RSM Chapter MCLE Compliance No. VIII-0011430/Aug 5, 2014 PTR No. 23134860AJJan.2,2025 Rigal

Series 20 30



### NOTICE TO PROCEED

25 September, 2025

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

Dear Ms. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to RSS CONSTRUCTION & SUPPLIES—that work may proceed on the Construction of Vnares Stage at Sitio Rizza, Brgy. San Jose, Antipolo, City effective September 29, 2025 (Monday).

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

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

NINA RICCIA. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

NOEMI D. SORIANO

### 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

RSS CONSTRUCTION & SUPPLIES, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Teresa</u>, <u>Rizal</u>, and herein represented by its Proprietor/President/General Manager, <u>NOEMI D. SORIANO</u>, of legal age, Filipino citizen, single/married, resident of <u>Teresa</u>, <u>Rizal</u> hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 18, s. 2025 namely:

# Construction of Ynares Stage at Sitio Rizza, Brgy. San Jose, Antipolo City

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>August 22, 2025</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>One Million Five Hundred Fifty-Eight Thousand Three Hundred Seven Pesos & 65/100 (Php1,558,307.65)</u>, 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 <u>Sixty-Eight</u> (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. 18, s. 2025
  - 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 Five Hundred Fifty-Eight Thousand Three Hundred Seven Pesos & 65/100 (Php1.558,307.65). 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;





- 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 Sixty Seven Thousand Four Hundred Ninety Two Pesos and 30/100 (P 467.492.30

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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"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;
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- 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 5 SEP 1776 any of at Antipolo City. RSS CONSTRUCTION & SUPPLIES RIZAL PROVINCIAL GOVERNMENT Entity/Fipm/Corporation By: By: NOEMED SORIANO NINA RICCI M. YNARES Proprietoy/Manager/President Provincial Governor \$ WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES). ANTIPOLO CITY ISS. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Name/Entity Valid ID Presented Date September 24, 2031 HON NINA RICCI A. YNARES Passport No. P7689056B Manila NOEMI D. SORIANO TIN No. 166-852-366 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. written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of Ynares Stage at Sitio Rizza, Brgy. San Jose, Antipolo City

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

400 February 11 1910 1910 - 1 1910 1910 1910 1910 19	Section 19 Control of the Control of	
	2 5 SEP 2025	
WITNESS MY HAND AND SEAL this	day of	, at Rizal Provincial
Capitol, Antipolo City.		Earlis Lat. White the property of Arthur and Arthur
Doc. No. 2/9 Book No. 2- Series 20 3-5	Notorial Sa Itra Lu MCLE Co	RIA SALVE C. RUBAYA-ADAMOS nytissier April No. 24 17/Antipolo Gin Attorney's Roll No. 35320 etime Roll No. 09047/RSM Chapter npliance No. VIII-0011430/Aug 8, 2024 No. 231343684/Jan 2 2025 Bizal



### NOTICE TO PROCEED

25 September, 2025

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONST. AND SUPPLIES that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Hillside Homes Subd., Brgy. Concepcion, Baras, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours

Governor

I acknowledge receipt of this Notice on:

2 B SEP 2005

Authorized Signature:

Name of the Representative of the Bidder: EDWIN B. RIVERA

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by

Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act
its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as
PROVINCE; and
YAKALER CONSTRUCTION & SUPPLIES , a sole proprietorship/private corporation, de
organized and existing under the laws of the Republic of the Philippines, with principal place of busin-
and office address at Morong Rizal , and herein represented by
Proprietor/President/General Manager, EDWIN B. RIVERA , of legal age, Filipi citizen, single/married, resident of Morong, Rizal , hereinafter referred to as
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed
pursuant of the Sangguniang Panlalawigan Ordinance No. 18, s. 2025 namel
Dec 114 At 54 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
Repair/Repainting of Ynares Multi-Purpose Covered Court at Hillside Homes Subd.,
Brgy. Concepcion, Baras, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competer
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsi
Bid in a public bidding held last, has accepted and binds itself to underta
the construction and completion of the above said infrastructure works strictly in accordance with
following standards set forth in the bid documents, approved plans, program of works and specificati
in consideration of the amount of Two Million Nineteen Thousand Four Hundred Ninety Seven
Pesos and 56/100 (P 2,019,497.56 ), Philippine Currence
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed with Eighty (80) calendar days, in accordance with the provisions of the I
Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integral herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 18, v. 2025
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
<ul> <li>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, latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subjoint this Agreement in conformity with the province of the Contract;</li> </ol>

des

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 PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Nineteen Thousand Four Hundred Ninety Seven Pesos and 56/100

- 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 Five Thousand Eight Hundred Forty Nine Pesos and 27/100

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 SEP Diday of at Antipolo City.

YAKALER CONSTRUCTION & SUPPLIES

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

EDWIN B. RIVERA

Proprietor/Manager/President

By:

WITNESSES

### 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

EDUIN B. RIVERA

TIN No. 428-018-900

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

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

Repair/Repainting of Ynares Multi-Purpose Covered Court at Hillside Homes Subd.. Brgy. Concepcion, Berse, Rizel

WITNESS MY HAND AND SEAL this 25 SEP 205 at Rizal Provincial Capitol, Antipolo City.

Doc No. Doc No. 69 Page No. 19 Book No. 2 Series 20 →

NANOT ARE VISBIOLEAU CNo. 24-17/Antipolo City Attorney's Roll No. 55320 IBP Lifetime Roll No. 09047/RSM Chapter MCLE Compliance No. VIII-0011430/Aug 5, 2024 PTR No. 231248E0A)Jan 2:2025 = 20



### NOTICE TO PROCEED

25 September, 2025

MR, EDGARDO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP.

Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy, Kaytome, Binangonan, Rizal

effective September 29, 2025 (Monday),

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

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

Very truly yours,

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

2 6 SEP 2025

Authorized Signature:

Name of the Representative of the Bidder.

EDGARDO 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

and office address at	Binangonan, Rizal	hilippines, with prir , and herein	represented by its
Proprietor/President/General Manag	er, EDGARDO M. I	BIADAS , O	f legal age, Filiping
citizen, single/married, resident of CONTRACTOR, WITNESSETH, 7	Dhat	, hereinath	er referred to as the
	. Hinti		
WHEREAS, the PROVINCE	E declares that certain int	rastructure works sh	ould be constructed in
pursuant of the Sangguniang Panlala	wigan Ordinance No.	18, 5, 2025	namely:
THE CONTRACTOR CONTRAC			
Repair/Repainting of Yn:	ares Multi-Purpose Cov	ered Court at Brgy.	Kaytome.
Repair/Repainting of Yn	ares Multi-Purpose Cov Binangonan, Rizal	ered Court at Brgy.	Kaytome,
WHEREAS, the CONTRAC to undertake the above said infrastru	Binangonan, Rizal TOR, warranting that it le ture works, has been dec	as the financial and	, technical competence Calculated Responsive
WHEREAS, the CONTRAC	Binangonan, Rizal TOR, warranting that it le cture works, has been dec August 22, 2025	nas the financial and lared as the Lowest has accepted and b	, technical competence Calculated Responsive inds itself to undertake
WHEREAS, the CONTRAC to undertake the above said infrastru Bid in a public bidding held last the construction and completion of following standards set forth in the	Binangonan, Rizal TOR, warranting that it leature works, has been dec August 22, 2025 the above said infrastructed documents, approved	has the financial and lared as the Lowest has accepted and b ture works strictly in plans, program of v	technical competence, Calculated Responsive inds itself to undertake in accordance with the works and specification
WHEREAS, the CONTRAC to undertake the above said infrastru- Bid in a public bidding held last the construction and completion of	Binangonan, Rizal TOR, warranting that it leature works, has been dec August 22, 2025 the above said infrastructed documents, approved	has the financial and lared as the Lowest has accepted and b ture works strictly in plans, program of v	technical competence, Calculated Responsive inds itself to undertake in accordance with the works and specification



- 1. The whole works subject matter of this Agreement shall be completed within Ninety Six (96) 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. 18, s. 2025
  - 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 Eight Hundred Thirty Eight Thousand Thirty Seven Pesos and 79/100

    (P 1,838,037.79 ),

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;

- 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 Fifty One Thousand Four Hundred

Eleven Pesos and 34/100 (P 551,411.34

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 remedles 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.

### 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
EDGARDO M, UBIADAS TIN No. 008-410-689

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

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

# Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Kaytome, Binangonan, Rizal

WITNESS MY HAND Capitol, Antipolo City.	AND SEAL this	2 5 days office	, at Rizal Provincia

Page No. 9
Book No. 2
Series 20 %.

ATTY, MARIA SALVE C. RUBAYA ADAMOS
NOTARY PRESENCE FOR No. 24-17/Antiples Gity.
Altorney's Roll No. 55320
IEF Lifetime Roll No. 09047/RSM Chapter
MCLE Compliance No. VIU-0011430/Aug. 5, 2014
PTR No. 23134550A/Jan. 2, 2025/Rizal



### NOTICE TO PROCEED

25 September, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBLADAS CONSTRUCTION CORP, that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Bldg.

(Day Care & Senior Citizens Hall) at Brgy, Libid, Binangonan, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours,

Governor

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

2 6 SEP 2005

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO 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

KIT UBIADAS CONSTRUCTIO	ON CORPORATION , a sole propi	rietorship/private corporation, duly
organized and existing under the	laws of the Republic of the Philippin	nes, with principal place of business
and office address at	Binangonan, Rizal , an	d herein represented by its
Proprietor/President/General Ma	mager, EDGARDO M. UBIADA	AS , of legal age, Filipino
citizen, single/married, resident CONTRACTOR, WITNESSETI	of Binangonan, Rizal	, hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 18, s. 2025 namely:

# Repair/Repainting of Ynares Multi-Purpose Bldg. ( Day Care & Senior Citizens Hall) at Brgy. Libid, Binangonan, Rizal

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 Eight ( 78 ) 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. 18, s. 2025
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

    Nine Hundred Seventeen Thousand Two Hundred Twenty Three Pesos and 36/100

    (P 917,223,36 ).

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 \_\_\_\_\_\_ Two Hundred Seventy Five Thousand One Hundred Sixty \_\_\_\_\_\_ Seven Pesos and 01/100 \_\_\_\_\_\_ (P \_\_\_\_\_ 275,167.01 \_\_\_\_\_\_)

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.

IN WITNESS WHEREOF, the at An	e parties have here tipolo City.	unto signed	I this Agreement this	day o
KIT UBIADAS CONSTRUCTION CORPO	DRATION	DIZAL DO	OVIDICIAL COLUM	
Entity/Firm/Corporation	-	MIZALI PR	OVINCIAL GOVER	NMENT
By: M	g	Ву:	Can	
EDGARDO M, UBIADAS		NI	NA RICCI A. WNAI	RES
Proprietor/Manager/President			Provincial Governor	
	WITNESSE	20		
9	WIINESSI	33	01	
D			2	
MARISSA N. CLEOFA	.S	MA. VI	CTORIA B. TEJAD.	A
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.	ARIAL ACKNOW	/LEDGM	ENT	
BEFORE ME, a Notary Public	for and in Antipol	o City, per	sonally appeared the	following
Name/Entity	Valid ID Prese	ented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P768	9056B	September 24, 2031	Manila
EDGARDO M. UBIADAS	TIN No. 008-410	0-689		
All known to me and to me known and acknowledgment that the same is respectively present.	own to be the same their free voluntar	person/s v y act and	who executed the fore deed as well as the	going instrument entity that they

Repair/Repainting of Ynares Multi-Purpose Bldg. ( Day Care & Senior Citizens Hall) at Brgy. Libid, Binangonan, Rizal WITNESS MY HAND AND SEAL this 2 5 day Fe 2005 . at Rizal Provincial Capitol, Antipolo City.

Doc No. Page No. Book No. Series 20 %.

NOTARY PUBLIC NO. 24-17/An upon City Attorney's Roll No. 55320 IBP Lifetime Roll No. 09047/RSM Chapter MCLE Compliance No. VIII-0011430/Aug.6, 2011 PTP No. 23134850A/Jan.2,2025/Rigal



### NOTICE TO PROCEED

25 September, 2025

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

Dear Mr. Goto:

The attached Contract Agreement having been approved, notice is hereby given to A.M. GOTO CONSTRUCTION—that work may proceed on the Concreting of Ground with Drainage Canal at Child Development Center, Brgy. Pag-asa, Binangonan, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours.

NINA RICCIM. YNARES

I acknowledge receipt of this Notice on:

2 6 SEP 2005

Authorized Signature:

Name of the Representative of the Bidder

KRNEL M. GOTO

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:



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

	ONSTRUCTION			private corporation, duly
organized and existing und and office address at	er the laws of the Republi Binangonan, l	c of the Ph Rizal		principal place of business in represented by its
Proprietor/President/General	Control of the Contro			, of legal age, Filipino
citizen, single/married, re CONTRACTOR, WITNE		gonan, Riz	al , herei	nafter referred to as the
WHEREAS, the P			astructure work	s should be constructed in namely:
	ž. 18			=======================================
Concreting of Ground	with Drainage Canal at	Child Dev	elopment Cen	ter, Brgy. Pag-asa,
	Binangona	n, Rizal		
MULTIPLE A. C.	OVERD A CEROTI	3602323	50.56	
to undertake the above said				and, technical competence
Bid in a public bidding hel				
the construction and comp				
following standards set for				
in consideration of the amo	ount of Nine Hundr	ed Ten Tho	ousand Seven F	lundred Thirty Five
	Pesos and 71/100	(P_	910,735.71	), Philippine Currency.
	RE, for and in consider	stion of th	e foregoing pi	remises, the parties hereto
hereby agree as follows:				
The whole o	with all has maken	F Hile A	arasmant che	dl be completed within
Sixty	( 60 ) calendar	days, in a	ccordance with	the provisions of the Bid
Documents, Approved Pla	ns, Program of Works an	d Specific	ations, General	and Special Conditions of
Contract, Supplemental or	Bid Bulletins, if any, a	id support	ing/related doc	uments as required by the
				. 9184 and are integrated
herewith and incorporated	harries but move of reference	CO. PRINCES AND ASSESSED.		

18, S. 2025 a. SP 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

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 Nine Hundred Ten Thousand Seven Hundred Thirty Five Pesos and 71/100 910,735,71

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 Three Thousand Two Hundred Twenty

  Pesos and 71/100 (P 273,220.71 )

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.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this? 5 SFP -day of at Antipolo City. A.M. GOTO CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: NINA RICCI A. WNARES 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 Name/Entity Valid ID Presented Date Place HON, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila ARNEL M. GOTO TIN No237-410-542 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 with Drainage Canal at Child Development Center, Brgy. Pag-asa, Binangonan, Rizal SEP 205 WITNESS MY HAND AND SEAL this \_\_\_\_\_\_ day of \_\_\_\_\_\_, at Rizal Provincial Capitol, Antipolo City. Doc No. Page No. Book No. Series 20 %

Attorney's Roll No. 55320
IER Lifetime Roll No. 09047/RSM Chapter
MCLE Compliance No. VIU-0011430/Aug 5 1111
PTR No. 1011/000211



### NOTICE TO PROCEED

25 September, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Construction of Fence at Tabon Elem. School, Brgy, Tabon, Binangonan, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours,

Governor W

I acknowledge receipt of this Notice on:

2 6 SEP 2025

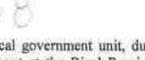
Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M URIADAS

### 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

KIT UBIADAS CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal , and herein represented by its Proprietor/President/General Manager, EDGARDO M, UBIADAS , 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 Panialawigan Ordinance No. RPSB Res. No.1, S. 2025 namely:

### Construction of Fence at Tabon Elem. School, Brgy. Tabon, Binangonan, Rizal

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

1. The whole works subject matter of this Agreement shall be completed within Ninety (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 herewith and incorporated herein by way of reference, namely:

- 1
- a. SP Ordinance No. RPSB Res. No.1, S. 2025
- 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
- i. 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 Six Hundred Twenty Nine Thousand Four Hundred Fifty Two Pesos and 33/100

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



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

  Five Pesos and 70/100 (P 488,835,70 )

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

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



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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 the Assessment to the Assessment to

the appropriate court of the City of An	tipolo, with the e	exclusion of an	of this Agreement of other courts.	t, shall belong to
IN WITNESS WHEREOF, the	e parties have he tipolo City.	reunto signed	this Agreement this	day of
KIT UBIADAS CONSTRUCTION CORPOR.	ATION	DIZAL MAG	umiotit coven	area months
Entity/Firm/Corporation	7.60	KIZAL PRO	VINCIAL GOVER	ENMENT
By: OAA		÷.	0 [	
Mr.		By:	100	
EDGARDO M. UBIADAS		NIN	A RICCI A. NAI	RES
Proprietor/Manager/President		M	rovincial Governor	• (
	WITNES	SES		
CA	=======================================	363.EV	L	
MARISSA N. CLEOFA	8	MA VIC	TORIA B. TEJAD	Ä.
		MATE VIC	TORIA B. TEJAD.	A.
NOTA	ARIAL ACKNO	WLEDGME	NT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.				
BEFORE ME, a Notary Public	for and in Antig	olo City, perso	nally appeared the	following
Name/Entity	Valid ID Pr	esented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7	689056B	September 24, 2031	Manila
EDGARDO M. UBIADAS	TIN No. 008-	110-689		
All known to me and to me known and acknowledgment that the same is respectively present.	own to be the sa their free volun	me person/s whatery act and d	so executed the fore eed as well as the	going instrument entity that they
This instrument, consisting of t written and has been signed by the partie	three (3) pages in s hereto in each a	ncluding this pand every page b	nge wherein this ac nereof, refers to the	knowledgment is Agreement for:
Construction of Fence at Tabo	n Elem. School,	6	Binangonan, Riza	d
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL this	2 5 SEP 275 day of	, at	Rizal Provincial
Doc No. 40				and -
Page No.			ATTY. MARIA SAL	VE RUBAYA AFTAMOS
Book No. 7 Series 20 75			NNOTARYBLE	Appt No. 24-17/Amilipola City
561163 20			Attorney'	s Roll No. 55320

IBP Lifetime Rolf No. 09047/RSM Chapter MCLE Compliance No. VIII-0011430/Aug. 8, 2024 PTR No. 23134560A/Jan.2.2025(R)za)



### NOTICE TO PROCEED

25 September, 2025

MR. DANILO C. MAGNO TRANCOM ENGINEERING CONST. Tavtay, 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 Midtown Vill., Brgy. San Andres, Cainta, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours,

NINA RICCIA YNARES

Governor

I acknowledge receipt of this Notice on:

2 8 SEP 2005

Authorized Signature:

Name of the Representative of the Bidder:

DANULO 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 gover

-	TRANCOM ENGINEERING CONSTRUCTION a sole proprietorship/private corpo	
	organized and existing under the laws of the Republic of the Philippines, with principal place	
	and office address at Taytay, Rizal, and herein represente Proprietor/President/General Manager, DANILO MAGNO, of legal a	
	Proprietor/President/General Manager, <u>DANILO MAGNO</u> , of legal as citizen, single/married, resident of Taytay, Rizal , hereinafter referred	
	CONTRACTOR. WITNESSETH, That,	to as me
	WHEREAS, the PROVINCE declares that certain infrastructure works should be co	instructed in
F	pursuant of the Sangguniang Panlalawigan Ordinance No. 18, s. 2025	namely:
		0.06000
	Repair/Repainting of Ynares Multi-Purpose Covered Court at Midtown Vill., Brg Andres, Cainta, Rizal	v. San
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical	competence
t	to undertake the above said infrastructure works, has been declared as the Lowest Calculated	
	Bid in a public bidding held last August 22, 2025 , has accepted and binds itself	
	the construction and completion of the above said infrastructure works strictly in accordan	
	following standards set forth in the bid documents, approved plans, program of works and	
	in consideration of the amount of Seven Hundred Twenty Eight Thousand Three Hund	
2	Pesos and 36/100 (P 728,304,36 ), Philippin	
1	NOW, THEREFORE, for and in consideration of the foregoing premises, the pe	arties hereto
î	The whole works subject matter of this Agreement shall be compled to the second shall be completed t	eted within s of the Bid conditions of
ī	The whole works subject matter of this Agreement shall be compled to the fifty Two (52) calendar days, in accordance with the provision Documents, Approved Plans, Program of Works and Specifications, General and Special Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required.	eted within s of the Bid conditions of uired by the
i	The whole works subject matter of this Agreement shall be completed by the fifty Two (52) calendar days, in accordance with the provision Documents, Approved Plans, Program of Works and Specifications, General and Special Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as requested Revised Implementing Rules and Regulations of Republic Act No. 9184 and an arrest results.	eted within s of the Bid conditions of uired by the
i	The whole works subject matter of this Agreement shall be compled to the fifty Two (52) calendar days, in accordance with the provision Documents, Approved Plans, Program of Works and Specifications, General and Special Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required.	eted within s of the Bid conditions of uired by the
V	The whole works subject matter of this Agreement shall be completed by the fifty Two (52) calendar days, in accordance with the provision Documents, Approved Plans, Program of Works and Specifications, General and Special Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required Revised Implementing Rules and Regulations of Republic Act No. 9184 and an herewith and incorporated herein by way of reference, namely:	eted within s of the Bid conditions of uired by the
V	The whole works subject matter of this Agreement shall be completed by the fifty Two (52) calendar days, in accordance with the provision Documents, Approved Plans, Program of Works and Specifications, General and Special Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required Revised Implementing Rules and Regulations of Republic Act No. 9184 and an herewith and incorporated herein by way of reference, namely:	eted within s of the Bid conditions of uired by the
V	The whole works subject matter of this Agreement shall be completed by the state of this Agreement shall be completed by the state of this Agreement shall be completed by the state of this Agreement shall be completed by the state of this Agreement shall be completed by the state of th	eted within s of the Bid conditions of uired by the
V	1. The whole works subject matter of this Agreement shall be completed to the complete of the	eted within s of the Bid conditions of uired by the
V	1. The whole works subject matter of this Agreement shall be completed in the provision of the complete of the	eted within s of the Bid conditions of uired by the
V	1. The whole works subject matter of this Agreement shall be completed.  Fifty Two (52) calendar days, in accordance with the provision Documents, Approved Plans, Program of Works and Specifications, General and Special Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required. Revised Implementing Rules and Regulations of Republic Act No. 9184 and an herewith and incorporated herein by way of reference, namely:  a. SP Ordinance No. 18, s. 2025 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	eted within s of the Bid conditions of uired by the re integrated
V	1. The whole works subject matter of this Agreement shall be compled to the subject matter of this Agreement shall be compled to the subject of this Agreement shall be compled to the subject of this Agreement shall be completed to the subject of	eted within s of the Bid conditions of uired by the re integrated
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V	1. The whole works subject matter of this Agreement shall be completed.  Fifty Two (52) calendar days, in accordance with the provision Documents, Approved Plans, Program of Works and Specifications, General and Special Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as requested and Implementing Rules and Regulations of Republic Act No. 9184 and an herewith and incorporated herein by way of reference, namely:  a. SP Ordinance No. 18, s. 2025 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 winn bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin	eted within s of the Bid conditions of uired by the re integrated
i	1. The whole works subject matter of this Agreement shall be completed by the complete of this Agreement shall be completed by the complete of this Agreement shall be completed by the complete of the compl	eted within s of the Bid conditions of uired by the re integrated
)	1. The whole works subject matter of this Agreement shall be completed.  Fifty Two (52) calendar days, in accordance with the provision Documents, Approved Plans, Program of Works and Specifications, General and Special Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as requested and Implementing Rules and Regulations of Republic Act No. 9184 and an herewith and incorporated herein by way of reference, namely:  a. SP Ordinance No. 18, s. 2025 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 winn bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin	eted within s of the Bid conditions of uired by the re integrated  ting  ACTOR, the

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Hundred Twenty Eight Thousand Three Hundred Four Pesos and 36/100 (P 728,304.36

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 Eighteen Thousand Four Hundred Ninety

  One Pesos and 31/100 (P 218,491,31 )

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;
- 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 this at Antipolo City. TRANCOM ENGINEERING CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: NINA RICCI ANYNARES Proprietor/Manager/President Provincial Governor! WITNESSES MARISSA N. CLEOFAS MA, VICTORIA B, TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Place Date HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 DANILO MAGNO TIN No. 130-861-254 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 written and has been signed by the parties hereto in each	including this page wherein this acknowledgment is and every page hereof, refers to the Agreement for:
Repair/Repainting of Ynares Multi-Purpose	Covered Court at Midtown Vill., Brgy. San
Andres, Cainta, Rizal	2 5 SEP 2025
WITNESS MY HAND AND SEAL this Capitol, Antipolo City.	day of, at Rizal Provincial
Doc No. 4	ATTY, MARIA SALVE C. RUBAYA-ADAM
Page No. 10 Book No. 2 Series 20 205	Notanio Tarringion Sust. No. 24-17/Antipolis C Attorney's Roll No. 55320
	MCLE Compliance No. VIII-0011430/Aug.ft, 221 PTR No. 23134860A/Jan.2.2025[2014]



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

25 September, 2025

MR. DANILO C. MAGNO TRANCOM ENGINEERING CONST. Taylay, 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 Improvement of Ynares Multi-Purpose Covered Court at DM5 Subd., Brgy. San Andres, Cainta, Rizal effective September 29, 2025 (Monday).

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

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

Very truly your

NINA RICCI A YNARES

Governor

I acknowledge receipt of this Notice on:

2 5 SEP 325

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

and office address at	ws of the Republic of the P Taytay, Rizal	, and herein repre-	sented by its
Proprietor/President/General Mana	iger, DANILO MAGN	O, of legs	il age, Filipino
citizen, single/married, resident		, hereinafter ref	erred to as the
CONTRACTOR. WITNESSETH,	1 nat.		
WHEREAS, the PROVINC	To dantame that contain inf	acotamatana wasaloo shocald l	or constant of Lor
pursuant of the Sangguniang Panlal		the property of the contract o	namely:
pursuant of the Sangguniang Fathai	awigan Ordinance No.	10, 1, 2025	namely.
42000 - 0000 MWT 200 ACCOME			conserver
	BA - IAT Therease are Consessed for	Contract of PARCE Co. L. P. D.	
Improvement of Ynares	Multi-Purpose Covered C		y. San
Improvement of Ynares	Multi-Purpose Covered C Andres, Cainta, Riza		y. San
WHEREAS, the CONTRA	Andres, Cainta, Riza CTOR, warranting that it h	d as the financial and, techn	nical competence
WHEREAS, the CONTRA to undertake the above said infrastr	Andres, Cainta, Riza CTOR, warranting that it Is ucture works, has been dec	d as the financial and, techn lared as the Lowest Calcu	nical competence
WHEREAS, the CONTRA to undertake the above said infrastr Bid in a public bidding held last	Andres, Cainta, Riza CTOR, warranting that it Is ucture works, has been dec August 22, 2025	d as the financial and, techn lared as the Lowest Calcu has accepted and binds it	tical competence lated Responsive self to undertake
WHEREAS, the CONTRA to undertake the above said infrastr Bid in a public bidding held last the construction and completion o	Andres, Cainta, Riza CTOR, warranting that it Is ucture works, has been dec August 22, 2025 f the above said infrastruc	as the financial and, techniared as the Lowest Calculared as the Lowest Calculars accepted and binds it ture works strictly in accepted.	nical competence lated Responsive self to undertake ordance with the
WHEREAS, the CONTRA to undertake the above said infrastr Bid in a public bidding held last	Andres, Cainta, Riza CTOR, warranting that it Is ucture works, has been dec August 22, 2025 f the above said infrastruc	as the financial and, techniared as the Lowest Calculared as the Lowest Calculars accepted and binds it ture works strictly in accepted.	nical competence lated Responsive self to undertake ordance with the
WHEREAS, the CONTRA to undertake the above said infrastr Bid in a public bidding held last the construction and completion o	Andres, Cainta, Riza CTOR, warranting that it Is ucture works, has been dec August 22, 2025 f the above said infrastruct bid documents, approved	as the financial and, technolared as the Lowest Calcu has accepted and binds it ture works strictly in acceptants, program of works	nical competence lated Responsive self to undertake ordance with the and specification

hereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within Twenty Four ( 24 ) 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.
  - 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
  - i. 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 Seven Hundred Seventy Three Thousand Four Hundred Twenty Five Pesos and 61/100 773,425,61

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 Thirty Two Thousand Twenty Seven Pesos and 68/100 (P 232,027.68 )

  Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

the Bidding Documents:

- 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 at Antipolo City. TRANCOM ENGINEERING CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: DANILO MAGNO NINA RICCI A. Prophetor/Manager/President Provincial Governor ( WITNESSES MARISSA N. CLEOFAS MA. VICTORIA B, TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila DANILO MAGNO TIN No. 130-861-254 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:

	provement of Ynares Multi-Purpose Cove dres, Cainta, Rizal	red Court at DM5 Sub	d., Brgy. San
W	ITNESS MY HAND AND SEAL this ttipolo City.	day of	at Rizal Provincial
Doc No.	42		28.83 S
Page No Book No.	10:	ATT	Y. MARIA SALVE C. RUBAYA ADAMOS

No. 24-17/Antipolo Eity Series 20 3 Attorney's Roll No. 55320 IBP Lifetime Roll No. 09047/RSM Chapter MCLE Compliance No. VIII-0011430/Aug & 2004

PTR No. 23134850A/Jan.2,2025/River



# OFFICE OF THE GOVERNOR.

# NOTICE TO PROCEED

25 September, 2025

MR. EDGARDO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP.

Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Improvement of 4-Storey Multi-Purpose Bldg. (Admin Bldg.) at University of Rizal System-Cainta Campus, Brgy, San Isidro, Cainta, Rizal effective September 29, 2025 (Monday).

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

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

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder. EDGARDO M. UBIADAS

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

its PROVINCIAL GOVERNOR, HON. N PROVINCE; and	NINA RICCI A. YNARES, herein referred to as the
and office address at Binango  Proprietor/President/General Manager, g	ATION , a sole proprietorship/private corporation, duly epublic of the Philippines, with principal place of business man, Rizal , and herein represented by its DGARDO M. UBIADAS , of legal age, Filipino man, Rizal , hereinafter referred to as the
WHEREAS, the PROVINCE declares	that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ord	linance No. 18, s. 2025 namely:
to undertake the above said infrastructure work  Bid in a public bidding held last August 2  the construction and completion of the above following standards set forth in the bid docum	rranting that it has the financial and, technical competence is, has been declared as the Lowest Calculated Responsive 2, 2025 has accepted and binds itself to undertake as said infrastructure works strictly in accordance with the nents, approved plans, program of works and specification
Pesos and 78/100	undred Ninety Two Thousand Seven Hundred Forty Eigh (P 892,748.78 ), Philippine Currency.
1. The whole works subject ma Forty Eight (48 ) cale Documents, Approved Plans, Program of Wo Contract, Supplemental or Bid Bulletins, if a 2016 Revised Implementing Rules and Reg herewith and incorporated herein by way of re-	atter of this Agreement shall be completed within endar days, in accordance with the provisions of the Bid rks and Specifications, General and Special Conditions of any, and supporting/related documents as required by the gulations of Republic Act No. 9184 and are integrated ference, namely:
<ul> <li>a. SP Ordinance No. 18, s. 2025</li> <li>b. Certificate of Availability of Funds</li> </ul>	
c. Scope/Program of Work and Detail	
<ul> <li>d. Plans and Specifications</li> </ul>	
e. Construction Schedule	
f. Request for Expression of Interest	9 (40 T) W 0

- 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 Eight Hundred Ninety Two Thousand Seven Hundred Forty Eight Pesos and 78/100

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Sixty Seven Thousand Eight Hundred Twenty Four Pesos and 63/100 (P 267,824.63 )

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







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. KIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: EDGARDO M. UBIADAS Provincial Governor f Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON, NINA RICCI A, YNARES September 24, 2031 Manila Passport No. P7689056B EDGARDO M. UBIADAS TIN No. 008-410-689

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

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

Imp	rovement of 4-Storey Multi-Purpose Bld	g. (Admin Bldg.) at Ur	niversity of Rizal
Syst	tem-Cainta Campus, Brgy. San Isidro, C	ainta, Rizal	
	ITNESS MY HAND AND SEAL this ntipolo City.	2 5 desp 07/25	, at Rizal Provincial
Dog No.	da		QA/m

Page No. Book No. Series 20 %

ATTY, MARIA SALVE C. RUBAYA ADMINIS Notes Northarian Problem 4-17/Ant Section Attorney's Roll No. 55320 IBP Lifetime Roll No. 09047/RSM Chapter MCLE Compliance No. VIII-0011430/Aug.s 2014 PTR No. 23134369A(Jan 2.2025)R(Z4)



#### OFFICE OF THE GOVERNOR.

# NOTICE TO PROCEED

25 September, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KTT UBIADAS CONSTRUCTION CORP, that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Tuna-Balibago Elem. School, Brgy. Balibago, Cardona, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on:

2 6 SEP 785

Authorized Signature:

Name of the Representative of the Bidder.

EDGARDO 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

KIT UBIADAS CONSTRUC	TION CORE	PORATION . a	sole proprie	torship/priv	ate corporati	ion, duly
organized and existing under and office address at			Philippines	, with princ		business
Proprietor/President/General citizen, single/married, resid CONTRACTOR, WITNESS	dent of Bina	The state of the s		, of	legal age, referred to	Filipino

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No.2, S. 2025 namely:

# Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Tuna-Balibago Elem. School, Brgy. Balibago, Cardona, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last August 22, 2025, 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 Thirty Six Thousand Ninety Eight Pesos and 64/100 (P 1,536,098.64). 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 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:
  - a. SP Ordinance No. RPSB Res. No.2, S. 2025
  - 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
  - i. 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 Thirty Six Thousand Ninety Eight Pesos and 64/100

    (P 1,536,098,64 ),

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;



- 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 Sixty Thousand Eight Hundred Twenty Nine Pesos and 59/100 (P 460,829,59 )

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 this \_\_\_\_\_ at Antipolo City. KIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: EDGARDO M. UBIADAS Proprietor/Manager/President MProvincial Opvernor WITNESSES MARISSA N. CLEOFAS MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila EDGARDO M. UBIADAS TIN No. 008-410-689 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 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 Wash Facilities (W Balibago Elem. School, Brgy. Balibago, Carde	Frank (1997) And Andrews Comment	iene) at Tuna-
WITNESS MY HAND AND SEAL this Capitol, Antipolo City.	2 days 687 2775	at Rizal Provincial
Doc No. 99 Page No. 10		SALVE CHUBAYA ACTIV 3

Series 20 %.

Attorney's Roll No. 55320 IBP Lifetime Roll No. 09047/RSM Charles MCLE Compliance No. VIII-0011430/Aug 5, 1024 PTR No. 23134860AJJan 2 2025[Rizal]



## OFFICE OF THE GOVERNOR

# NOTICE TO PROCEED

25 September, 2025

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 Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Balibago, Cardona, Rizal effective. September 29, 2025 (Monday).

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

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

Very truly yours,

Governor VIII

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

IOMMEL G. SANTIAGO

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:



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

its PROVINCIAL GOVERNOR, HON, NINA RICCI A, YNARES, herein referred to as PROVINCE; and
CAMORI BUILDERS & SUPPLY
, a sole proprietorship/private corporation, of organized and existing under the laws of the Republic of the Philippines, with principal place of busing and office address at Morong, Rizal , and herein represented by
Proprietor/President/General Manager, JOMMEL SANTIAGO , of legal age, Filip
citizen, single/married, resident of Morong, Rizal , hereinafter referred to as CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 18, S. 2025 name
paradati of the stangglaming a unitativity of contained from
Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Balibago, Cardona, Rizal
N.C.
the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of One Million Two Hundred Sixty Seven Thousand Five Hundred Twenty Five Pesos and 33/100 (P 1.267.525.33 ), Philippine Current
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties he hereby agree as follows:
The whole works subject matter of this Agreement shall be completed with Fifty Six (56) calendar days, in accordance with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Condition Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integriberewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 18, S. 2025
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> </ul>

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 Hundred Sixty Seven Thousand Five Hundred Twenty Five Pesos

1,267,525,33

and 33/100 (P 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 Three Hundred Eighty Thousand Two Hundred Fifty Seven required performance security of PESOS Pesus and 60/100

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

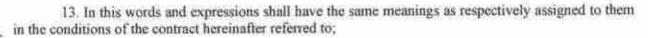
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period:
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained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

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

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



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



- 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 Aureament, shall belong to

the appropriate court of the City of Ar	stipolo, with the exclusion of		shall beiting to
IN WITNESS WHEREOF, the	ne parties have hereunto signo ntipolo City.	ed this Agreement this	day of
CAMORI BUILDERS & SUPPLY	DITAL D	ROVINCIAL GOVER	NIMENT
Entity/Firm/Corporation		KOVINCIAL GOVER	NMEN
Por //	6	0 1	
By:	By:	Yan	
JOMMEDSANTIAGO	N	INA RICCI A. YNAI	The state of the s
Proprietor/Manager/President		Provincial Overnor	3
	WITNESSES		
<b>△</b>		2/	
MARISSA N. CLEO	DFAS MA. VI	CTORIAB. TEJADA	
NOT	ARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S			
BEFORE ME, a Notary Publi	ic 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
JOMMEL SANTIAGO TIN	No. 212-862-431		-
All known to me and to me k and acknowledgment that the same respectively present.	is their free voluntary act ar	nd deed as well as the	entity that they
This instrument, consisting or written and has been signed by the part	f three (3) pages including the ies hereto in each and every page.	is page wherein this ac age hereof, refers to the	knowledgment is Agreement for:
Repair/Repainting of Ynares	Multi-Purpose Covered Co Rizal	ourt at Brgy, Balibago	, Cardona,
WIFNESS MY HAND AND Capitol, Antipolo City.	SEAL thisday	5 SEP 2025 , III	Rizal Provincial
Doc. No46		ATTY. MARIA SALVE CO	A COURS
Page No. 10		hotar at Congression Appendi	
Page No. 10 Book No. 2 Series 20		Attorney's Roll H	
197		187 Lifetime Roll No. 090	

MCLE Compliance No. VIII-0011430/Aug PTR No. 23134880A/Jan.2,2025/F038/



# OFFICE OF THE GOVERNOR.

# NOTICE TO PROCEED

25 September, 2025

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

Dear Ms. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to RSS CONSTRUCTION & SUPPLIES—that work may proceed on the Improvement of School Ground at Patunhay-Calahan

Elem, School, Brgy, Calahan, Cardona, Rizal
effective September 29, 2025 (Monday).

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

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

NENA RICCI . YNARES
Governor

Lacknowledge receipt of this Notice on: 2 5 SEP 375

Authorized Signature:

Name of the Representative of the Bidder: NOEMI D. SORIANO

### 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

RSS CONSTRUCTION & SUPPLIES, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Teresa</u>, <u>Rizal</u> and herein represented by its Proprietor/President/General Manager, <u>NOEMI D. SORIANO</u>, of legal age, Filipino citizen, single/married, resident of <u>Teresa</u>, <u>Rizal</u> hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 1, s. 2025 namely:

Improvement of School Ground at Patunhay-Calahan Elementary School, Brgy, Calahan, 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 <u>August 22, 2025</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>One Million Four Hundred Sixty-Six Thousand Seven Pesos & 06/100 (Php1,466,007.06)</u>, 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 <u>Fifty</u> (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:
  - a. SP Ordinance No. RPSB Res. No. 1, s. 2025
  - 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
  - i. 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 Four Hundred Sixty-Six Thousand Seven Pesos & 06/100 (Php1,466,007.06), 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 Thirty Nine Thousand Eight Hundred Two

Pesos and 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;

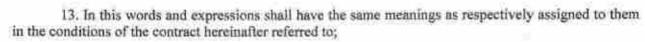
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period:
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained 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;



- 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.

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 2 5 SEP at Antipolo City.

RSS CONSTRUCTION & SUPPLIES
Entity/Fign/Corporation

By:

NOEMYD. SORIANO
Proprietor/Manager/President

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 Manula
NOEMI D. SORIANO TIN No. 166-852-366

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:

		nt of School Ground at Patun rdona, Rizal	hay-Calahan Elemen 2 5 SEP ZZ5	itary School, Brgy.
	VITNESS M intipolo City	IY HAND AND SEAL this	day of	, at Rizal Provincial
Doc. No.	47	=	ATTY, MAF	RIA SALVE O RUBAYA ADAMOS

Page No. 19
Book No. 2
Series 20 3

Noter: \*\* Records Appt No. 55320
Afformey's Roll No. 55320
TEP Lifetime Roll No. 09047/RSM Chapter
MCLE Compliance No. VIII-0011430/Aug S. 1934
P\*\* No. 23134850A/Jen. 2.2025/Right



## OFFICE OF THE GOVERNOR

# NOTICE TO PROCEED

25 September, 2025

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/Provision of 2-Senter Comfort Room at Brgy. Bagumbong, JalaJala, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours,

NINA RICCI A. YNARE

Governor

I acknowledge receipt of this Notice on:

2 6 SEP 2025

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VULLAROMAN

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:



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

	AL GOVER		., Brgy. San Roq I. NINA RICCI	CONTRACTOR SECTION AND ADDRESS.	Charles to the Control of the		
LA	RD BUILD	ERS	, a s	ole proprie	mehin/ne	riote compress	ion dulo
and office a	iddress at	Baras	e Republic of the s, Rizal	Philippines and	with prin	neipal place of represented	business by its
citizen, single/s	married, residen. WITNESS	dent of	RENATO VIL Baras, Rizal	,	hereinaft	er referred to	as the
WHER pursuant of the	EAS, the PRO Sangguniang	OVINCE deck Panlalawigan	ares that certain in Ordinance No.	nfrastructure 18,	works sl S. 2025		ructed in namely:
Constructi	on/Provision	of 2-Seater C	omfort Room at	Brgy, Bag	umbong,	JalaJala, Riza	al.
Bid in a public the construction following stand	bidding held and comple ards set forth	last Augu tion of the ab in the bid do	vorks, has been de st 22, 2025 ove said infrastru cuments, approve ght Hundred Nine	, has accept acture work ad plans, pro try Six Thou	oted and be s strictly ogram of sand Seve	pinds itself to in in accordance works and spe	undertake with the cification Only
hereby agree as	follows:	orks subject	consideration of matter of this	Agreemer	nt shall	be complete	d within
Documents, Ap Contract, Supp 2016 Revised	Forty Eight oproved Plans demental or I Implementin	( 48 ) , Program of 3id Bulletins, g Rules and	calendar days, ir Works and Speci if any, and supp Regulations of I f reference, name	n accordance fications, Conting/relate Republic A	e with the eneral and ed docum	e provisions of d Special Con- ents as requir	of the Bid ditions of ed by the
a SP	Ordinance No	18, S. 2025					
b. Cer	tificate of Av	ailability of Fr	ınds				
			etailed Estimate				
	ns and Specifi estruction Sch						
		ession of Inter	1345				
e Bid	ding Docume	nts including	all the documents	statements	contained	in the winning	3
bidder	s two (2) bid	ding envelope	\$!			6	
	Security	-m-ea somocras en					
i. Add	lenda and Sup	plemental Bul	letin		oetovani tanka		
j. Not	ice of Award	of Contract an	d the Contractor's	s Conformit	y thereto		
latter hereby c	ovenants with	the PROVIN	or to be made by ICE to construct to province of the Co	and comple	NCE to t	he CONTRAC astructure wor	TOR, the



3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Hundred Ninety Six Thousand Seventeen Pesos Only 896,017,00

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 Two Hundred Sixty Eight Thousand Eight Hundred Five

Pesos and 10/100 (P 268,805,10 )

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

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

	the parties have hereunto sign Antipolo City.	THE RESIDENCE OF THE PARTY OF T	day of
LARD BUILDERS	RIZAL P	ROVINCIAL GOVER	NMENT
By:  RENATO VILLAROMAN  Proprietor/Manager/President	By:	INA RICCI A. VNAI	100000000
CL	WITNESSES	0-	
MARISSA N. CLEO	OFAS MA. V	VICTORIA B. TEJAD,	A
N	OTARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY ) S	S) i.s.		
BEFORE ME, a Notary Pu	ablic 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
RENATO VILLAROMAN	TIN No. 119-041-448		-
and acknowledgment that the same respectively present.		d deed as well as the	entity that they
written and has been signed by the p	of three (3) pages including thi arties hereto in each and every pa		
Construction/Provision of 2	-Seater Comfort Room at Brg	y. Bagumbong, JalaJ	ala, Rizal
WITNESS MY HAND A Capitol, Antipolo City.	ND SEAL thisday <sup>5</sup>	. at	Rizal Provincial
Page No. 11 Book No. 2 Series 20 7		ATTY, MARIA SALVE C Notan No Tinhibidin Root Attorney's Ro IBP Lifetime Roll No.	345.24-17/Antipolo City II No. 55320

MCLE Compliance No. VIII-0011430/Aug 6 2721 PTR No. 23134860AlJan.2.2025/Blast



#### OFFICE OF THE GOVERNOR

# NOTICE TO PROCEED

25 September, 2025

MR. OLIVER O. AQUINO OLIVER AQUINO CONSTRUCTION Binangonan, Rizal

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION that work may proceed on the Concreting of Road at Pag-asa St., Sitio Campanario, Brgy. Pagkalinawan, JalaJala, Rizal effective September 29, 2025 (Monday).

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

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

Very truly your

NINA RICCI A Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: OLIVER O

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:



764,420,98

(P

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
OLIVER AQUINO 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 Binangonan, Rizal , and herein represented by its Proprietor/President/General Manager, OLIVER AQUINO , 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. 18, S. 2025 namely:
Concreting of Road at Pag-asa St., Sitio Campanario, Brgy. Pagkalinawan, 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 <a href="https://doi.org/10.1008/nat/2.2025">August 22, 2025</a> , 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

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;

2

- 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 Nine Thousand Three Hundred Twenty

  Six Pesos and 29/100 (P 229,326.29 )

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

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

IN WITNESS WHEREOF, the	parties have tipolo City.	hereunto signe	d this Agreement this	2 5 SERBANDOF
OLIVER AQUINO CONSTRUCTION Entity/Firm/Corporation	¥ 	RIZAL PI	ROVINCIAL GOVER	NMENT
By: OLIVER AUUNO Proprietor/Manager/President		By:	INA RICETA. YNAI	THE PROPERTY.
	WITN	ESSES		
-fr			×	
MARISSA N. CLEOFA	S	MA. V	TCTORIA B. TEJAD	A
NOTA	ARIAL ACK	NOWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.				
BEFORE ME, a Notary Public	for and in Ar	tipolo 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
OLIVER AQUINO	TIN No	182-311-289		
All known to me and to me kn and acknowledgment that the same is respectively present.	own to be the their free vo	same person/s luntary act and	who executed the fore d deed as well as the	going instrument entity that they
This instrument, consisting of written and has been signed by the partie	three (3) page is hereto in eac	s including this	s page wherein this ac ge hereof, refers to the	knowledgment is Agreement for:
Concreting of Road at Pag-asa St	., Sitio Camp			ala, Rizal
WITNESS MY HAND AND	COAT date	2 4	SEP 225	Direl Descincia
Capitol, Antipolo City.	SECUL INIS	uay		ASSESS OF A STATE OF A
Doc No. Ly Page No. 14 Book No. 2 Series 20 75.			ATTY, MARIA SALVEC Notaria Semmaskov apper Attorney's Roll	NEJQ-17/Antipolo Cit

IBP Lifetime Roll No. 09047/RSM Chapter MCLE Compliance No. VIII-0011430/Aug. 6, 2021 210.44 23114850A/Jan 2 2324/2004



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

25 September, 2025

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

Dear Mr. Ubiadas;

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Concreting of Malabanan St., Sitio Naglabas, Brgy. Pagkalinawan, JalaJala, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours,

Governor WC

I acknowledge receipt of this Notice on:

2 6 SEP 305

Authorized Signature:

Name of the Representative of the Bidder.

EDGARDO 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

KIT UBIADAS CONSTRUCTION CORPORATION organized and existing under the laws of the Republic of the Philippines, with principal place of business Proprietor/President/General Manager, and herein represented by its EDGARDO M. UBIADAS citizen, single/married, resident of Binangonan, Rizal \_, of legal age, Filipino CONTRACTOR, WITNESSETH, That, hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 18, s. 2025

# Concreting of Malabanan St., Sitio Naglabas, Brgy. Pagkalinawan, 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 the construction and completion of the above said infrastructure works strictly in accordance with the \_, has accepted and binds itself to undertake 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 Seventeen 797,217.58 ), 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 ( 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. 18, s. 2025
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security

  - Addenda and Supplemental Bulletin
  - 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 Seven Hundred Ninety Seven Thousand Two Hundred Seventeen Pesos and 58/100

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;







- 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 Hundred Thirty Nine Thousand One Hundred Sixty Five

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;

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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.
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3



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.

a Antipolo, with the exc	lusion	of any other courts.	ent, shall belong to
F, the parties have here: it Antipolo City.	into si	gned this Agreement to	his day of
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	12./11.	PROVINCIAL GOVI	RNMENT
В	y:	61	
•		NINA RICCI A. V.	ARES or J
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OFAS. 11	MA.	VICTORIA B. TEJAI	DA .
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S) .S.	EDG.	MENT	
blic for and in Antipolo	City, p	ersonally appeared the	following
		Date	Place
Passport No. P76890.	6B	September 24, 2031	Manila
TIN No. 008-410-6	39	\$60-700 E.M.SX50.	AMBUMAS:
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f three (3) pages includi ties hereto in each and ev	ng this try pag	page wherein this act to hereof, refers to the A	snowledgment is
SEAL this2	day	£325, at 1	Rizal Provincial
			Della
		ATTY: MARIA SALVE OF NOTATION APPL No Allorney's Roll No	24-17/Anth- and City
	F. the parties have hered a Antipolo City.  DRPORATION  B  WITNESSES  DFAS  DTARIAL ACKNOWL  S) S.  Dilic for and in Antipolo (  Valid ID Present  Passport No. P768903  TIN No. 008-410-68  known to be the same per is their free voluntary at their	F. the parties have hereunto sign Antipolo City.  DRPORATION RIZAL  By:  WITNESSES  DFAS: MA.  DTARIAL ACKNOWLEDGE  S) S.  Dilic for and in Antipolo City, p  Valid ID Presented  Passport No. P7689056B  TIN No. 008-410-689  known to be the same person/s is their free voluntary act and its their free voluntary act and fithree (3) pages including this ties hereto in each and every page.  Sitio Naglabas, Brgy. Pagke	F. the parties have hereunto signed this Agreement to Antipolo City.  By:  NINA RICCI A.  Provincial Govern  WITNESSES  MA. VICTORIA B. TEJAI  DTARIAL ACKNOWLEDGMENT  S)  S.  Dilic for and in Antipolo City, personally appeared the Valid ID Presented  Passport No. P7689056B  September 24, 2031  TIN No. 008-410-689  known to be the same person/s who executed the fore is their free voluntary act and deed as well as the fitnee (3) pages including this page wherein this achies hereto in each and every page hereof, refers to the A.  Sitio Naglabas, Brgy. Pagkalinawan, JalaJala, R.  SEAL this 2 das Por 225 at 1  ATTY MARIA SALVE COMMISSION Appl. No.

IBP Lifetime Roll No. 09047/RSM Chapter MCLE Compliance No. VIII-0011430/Aug. 8, 2024 PTR No. 23134960A/Jan 2:2825/Roam



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

25 September, 2025

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 Imprv.of Ynares Multi-Purpose Covered Court at (Const. of Stage & Basketball Goal) Macabud Elem. School, Brgy. Macabud, Montalban, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours.

NINA RICCI ANYNARES

Governor

I acknowledge receipt of this Notice on:

2 6 SEP 2005

Authorized Signature:

Name of the Representative of the Bidder.

ARLOS S. GERONIMO

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:



The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by

and office address at Mo	ontalban, Rizal	and bassis	Company of the Compan
Proprietor/President/General Manager,	CARLOS GERON	MO	Television 1
citizen, single/married, resident ofCONTRACTOR, WITNESSETH, That,	Montalban Rizal	, hereinafte	referred to as the
WHEREAS, the PROVINCE dec	clares that cortain infenc	manan washe at	
pursuant of the Sangguniang Panlalawiga	n Ordinance No.	18, S. 2025	namely:
Improvement of Ynares Multi-Pur	pose Covered Court at	(Const. of Stage	& Basketball
Goal) Macabud Elem. S	School, Brgy, Macabud	Montalban, Riz	al
WHEREAS, the CONTRACTOR	School, Brgy, Macabud C warranting that it has	Montalban, Riz	al
WHEREAS, the CONTRACTOR to undertake the above said infrastructure	School, Brgy. Macabud C warranting that it has	Montalban, Riz	al technical competence
WHEREAS, the CONTRACTOR to undertake the above said infrastructure Bid in a public bidding held last  Aug	School, Brgy, Macabud L warranting that it has works, has been declared gust 22, 2025	Montalban, Riz he financial and, d as the Lowest (	al technical competence alculated Responsive
WHEREAS, the CONTRACTOR to undertake the above said infrastructure Bid in a public bidding held last Aug the construction and completion of the a	School, Brgy, Macabud C warranting that it has works, has been declare sust 22, 2025 , ha above said infrastructure	Montalban, Riz the financial and, d as the Lowest C accepted and bir works strictly in	technical competence alculated Responsive ids itself to undertake
WHEREAS, the CONTRACTOR to undertake the above said infrastructure Bid in a public bidding held last Aug the construction and completion of the a following standards set forth in the bid d	C warranting that it has works, has been declared as 22, 2025, has been said infrastructure focuments, approved pla	Montalban, Riz he financial and, d as the Lowest ( s accepted and bir works strictly in	technical competence alculated Responsive ids itself to undertake accordance with the
WHEREAS, the CONTRACTOR to undertake the above said infrastructure Bid in a public bidding held last  Aug	C warranting that it has works, has been declared as 22, 2025, has been said infrastructure focuments, approved pla	Montalban, Riz he financial and, d as the Lowest ( s accepted and bir works strictly in	technical competence alculated Responsive ids itself to undertake accordance with the

- 1. The whole works subject matter of this Agreement shall be completed within ( 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:
  - 18, S. 2025 a. SP 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
- 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 Seven Hundred Eight Thousand Two Hundred Eighteen Pesos and 11/100 1,708,218,11 (P

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 Five Hundred Twelve Thousand Four Hundred Sixty Five

  Pesos and 43/100 (D. 51246543)

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

8 88 8

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.

the appropriate court of the City of	s or suit out of the implementa Antipolo, with the exclusion of	tion of this Agreemer	nt, shall belong t
IN WITNESS WHEREOF,	the parties have hereunto signo Antipolo City.		sday o
CSGER CONSTRUCTION CORPORA		acon acon acon a	
Entity/Firm/Corporation	RIZAL PI	ROVINCIAL GOVER	RNMENT
By: Ole 2	By:	6.	
CARLOS GERONIMO	N	INA RICCI A YNA	DEC
Proprietor/Manager/President		Provincial Governo	
2	WITNESSES		<u> </u>
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MARISSA N. CLEOF	FAS MAN	TOTODIA D TELLE	
	MA. V	ICTORIA B. TEJAD	A.
NO	FARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY ) S.S	)	<del></del>	
BEFORE ME, a Notary Publ	ic for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
CARLOS GERONIMO	TIN No. 009-082-732		
All known to me and to me k and acknowledgment that the same i respectively present.	nown to be the same person/s v is their free voluntary act and	who executed the foreg	going instrument entity that they
This instrument, consisting of written and has been signed by the parti	three (3) pages including this ies hereto in each and every paga	page wherein this ack hareof, refers to the A	mowledgment is
Improvement of Ynares Mult			

Goal) Macabud Elem. School, Brgy. Ma	acabud, Montalban, Rizal
WITNESS MY HAND AND SEAL this 2.5 S Capitol, Antipolo City.	at Rizal Provincial
Page No. 1/2 Book No. 2 Series 20	ATTY, MARIA SALVE C. RUBAYA-ARMAN, Notanal Commission Appt. No. 24-17/Antipolo City NOT ARVINEY Rull No. 55320 IBP Lifetime Rolf No. 09047/RSM Chapter MCLE Compiliance No. VIII-0011430/Aug.s. 2011 PTR No. 23134850A/Jan 2005/2011



## NOTICE TO PROCEED

25 September, 2025

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 Construction/Provision of 2-Seater Comfort Room at La Solidaridad Estate Homes 1-B, Brgy. San Isidro, Montalban, Rizal effective September 29, 2025 (Monday).

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

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

Very truly upurs.

NINA RICCI ANY NARES

I acknowledge receipt of this Notice on:

2 6 SEP 2025

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 andbetween:

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

organized and existing under the laws of and office address at Mo	the Republic of the Philippin	es, with principa	corporation, duly d place of business resented by its
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Montalban, Rizal	1000	gal age, Filipino eferred to as the
WHEREAS, the PROVINCE dec pursuant of the Sangguniang Panlalawigan		ure works should 8, S. 2025	l be constructed in namely:

# Construction/Provision of 2-Seater Comfort Room at La Solidaridad Estate Homes 1-B, Brgy. San Isidro, Montalban, Rizal

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 Eight (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:
  - SP Ordinance No. 18, S. 2025
  - 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;

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The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Hundred Ninety Seven Thousand Three Hundred Fifty Seven Pesos and 69/100
 (P 797,357,69 ).

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;

8000

- 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 Hundred Thirty Nine Thousand Two Hundred Seven

Pesos and 31/100

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; 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;
- 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.

and appropriate count of the City of And	ipolo, with the exclusion	of any other courts.	
IN WITNESS WHEREOF, the	parties have hereunto signolo City.	gned this Agreement this	day of
CSGER CONSTRUCTION CORPORATION	ON		
Entity/Firm/Corporation	RIZAL	PROVINCIAL GOVER	RNMENT
		1	
By: Oal L	By:	0 1	
CARLOS GERONIMO		NINA RICCPALVNA	DEC
Proprietor/Manager/President		Provincial Governo	and the same of th
	WITNESSES		
40	17.47412000	98	
MARISSA N. CLEOFAS	S MA	. VICTORIA B. TEJAD	A
NOTA	RIAL ACKNOWLEDO	SMENT	
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	Munila
CARLOS GERONIMO	TIN No. 009-082-732		
All known to me and to me kno and acknowledgment that the same is t respectively present.	wn to be the same persor their free voluntary act	n/s who executed the fore and deed as well as the	going instrument entity that they
This instrument, consisting of the written and has been signed by the parties	nree (3) pages including thereto in each and every	his page wherein this according hereof, refers to the	knowledgment is Agreement for:
Construction/Provision of 2-Sea	iter Comfort Room at I	a Solidaridad Estate H	omes 1-B,
Brgy	. San Isidro, Montalban		
WITNESS MY HAND AND S Capitol, Antipolo City.	SEAL this25day	Por <sup>2025</sup> , at	Rizal Provincial
Doc No. 49		ATTY, MARIA SALVE	ADAVA PRIM
Page No. V			
Book No. 2 Series 20 75		Notatial Commission Appt. No Attorney's Rolf N	0. 55320
		ISP Lifetime Roll No. 090	47/RSM Citamor

MCLE Compliance No. VIII-0011430/Aug 6, 2004



#### NOTICE TO PROCEED

25 September, 2025

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORP. that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Kasiglahan Vill. I, Phase 1B, Brgy. San Jose, Montalban, Rizal effective September 29, 2025 (Monday).

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

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

Governor

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 andbetween:



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

organized and existing under the laws of the	he Republic of the Philippines, with principal place of business ntalban, Rizal , and herein represented by its
	CARLOS GERONIMO , of legal age, Filipino
citizen, single/married, resident of	Montalban, Rizal , hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,	
WHEREAS the PROVINCE dec	lares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan	Ordinance No. 18, S. 2025 namely:
	AND THE REPORT OF THE PROPERTY OF THE PARK
	-Purpose Covered Court at Kasiglahan Vill. I, Phase
IB, Brgy.	San Jose, Montalban, Rizal
CONTRACTOR IN TAXABLE OF STREET	
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 lastAug	ust 22, 2025 , has accepted and binds itself to undertake
the construction and completion of the a	bove said infrastructure works strictly in accordance with the
C. Haming standards not footh in the hid d	
following standards set form in the old u	ocuments, approved plans, program of works and specification
in consideration of the amount of Nine	Hundred Ninety Eight Thousand Six Hundred Thirty Five
in consideration of the amount of Nine	ocuments, approved plans, program of works and specification Hundred Ninety Eight Thousand Six Hundred Thirty Five 34/100 (P 998,635.34 ), Philippine Currency.
in consideration of the amount of Nine Pesos and	Hundred Ninety Eight Thousand Six Hundred Thirty Five  34/100 (P 998,635.34 ), Philippine Currency.
in consideration of the amount of Nine Pesos and	Hundred Ninety Eight Thousand Six Hundred Thirty Five
in consideration of the amount of Nine Pesos and	Hundred Ninety Eight Thousand Six Hundred Thirty Five  34/100 (P 998,635.34 ), Philippine Currency.
NOW, THEREFORE, for and in hereby agree as follows:	Hundred Ninety Eight Thousand Six Hundred Thirty Five  34/100 (P 998,635.34 ), Philippine Currency.  n consideration of the foregoing premises, the parties hereto
NOW, THEREFORE, for and in hereby agree as follows:	Hundred Ninety Eight Thousand Six Hundred Thirty Five  34/100 (P 998,635.34 ), Philippine Currency.  In consideration of the foregoing premises, the parties hereto  matter of this Agreement shall be completed within
NOW, THEREFORE, for and in hereby agree as follows:  1. The whole works subject ( 60	Hundred Ninety Eight Thousand Six Hundred Thirty Five  34/100 (P 998.635.34 ), Philippine Currency.  In consideration of the foregoing premises, the parties hereto  matter of this Agreement shall be completed within  calendar days, in accordance with the provisions of the Bio
NOW, THEREFORE, for and in hereby agree as follows:  1. The whole works subject Sixty (60	Hundred Ninety Eight Thousand Six Hundred Thirty Five  34/100 (P 998,635.34 ), Philippine Currency.  In consideration of the foregoing premises, the parties hereto  matter of this Agreement shall be completed within  ) calendar days, in accordance with the provisions of the Bir  f Works and Specifications, General and Special Conditions of
NOW, THEREFORE, for and in hereby agree as follows:  1. The whole works subject Sixty ( 60 Documents, Approved Plans, Program of Contract, Supplemental or Bid Bulletins	Hundred Ninety Eight Thousand Six Hundred Thirty Five  34/100 (P 998,635.34 ), Philippine Currency.  In consideration of the foregoing premises, the parties hereto  to matter of this Agreement shall be completed within  to calendar days, in accordance with the provisions of the Bird  f Works and Specifications, General and Special Conditions of  the first in the provision of the Bird  f works and Specifications, General and Special Conditions of  the first in the provision of the Bird  f works and Specifications, General and Special Conditions of  the first in the provision of the Bird  f works and Specifications, General and Special Conditions of  the first in the provision of the Bird  f works and Specifications, General and Special Conditions of  the first in the provision of the Bird  f works and Specifications of the Bird  f works and Specification of the Bird  f works are the province of the Bird  f works are the
NOW, THEREFORE, for and in hereby agree as follows:  1. The whole works subject Sixty ( 60 Documents, Approved Plans, Program of Contract, Supplemental or Bid Bulletins	Hundred Ninety Eight Thousand Six Hundred Thirty Five  34/100 (P 998,635.34 ), Philippine Currency.  In consideration of the foregoing premises, the parties hereto  to matter of this Agreement shall be completed within  to calendar days, in accordance with the provisions of the Bird  f Works and Specifications, General and Special Conditions of  the first in the provision of the Bird  f works and Specifications, General and Special Conditions of  the first in the provision of the Bird  f works and Specifications, General and Special Conditions of  the first in the provision of the Bird  f works and Specifications, General and Special Conditions of  the first in the provision of the Bird  f works and Specifications, General and Special Conditions of  the first in the provision of the Bird  f works and Specifications of the Bird  f works and Specification of the Bird  f works are the province of the Bird  f works are the
NOW, THEREFORE, for and in hereby agree as follows:  1. The whole works subject Sixty (60  Documents, Approved Plans, Program of Contract, Supplemental or Bid Bulletins 2016 Revised Implementing Rules and	Hundred Ninety Eight Thousand Six Hundred Thirty Five  34/100 (P 998,635.34 ), Philippine Currency.  In consideration of the foregoing premises, the parties hereto  to matter of this Agreement shall be completed within  calendar days, in accordance with the provisions of the Bir  f Works and Specifications, General and Special Conditions of  the first fany, and supporting/related documents as required by the  Regulations of Republic Act No. 9184 and are integrate
NOW, THEREFORE, for and in hereby agree as follows:  1. The whole works subject Sixty ( 60 Documents, Approved Plans, Program of Contract, Supplemental or Bid Bulletins	Hundred Ninety Eight Thousand Six Hundred Thirty Five  34/100 (P 998,635.34 ), Philippine Currency.  In consideration of the foregoing premises, the parties hereto  transfer of this Agreement shall be completed within  calendar days, in accordance with the provisions of the Bir  f Works and Specifications, General and Special Conditions of  it is, if any, and supporting/related documents as required by the  Regulations of Republic Act No. 9184 and are integrate  of reference, namely:

a. SP 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
- 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
- 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 Nine Hundred Ninety Eight Thousand Six Hundred Thirty Five Pesos and 34/100 998,635,34

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 Two Hundred Ninety Nine Thousand Five Hundred Ninety

Pesos and 60/100 (P 299,590.60

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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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. CSGER CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: NINA RICCI . YNARES Provincial Governor [ WITNESSES MARISSA N. CLEOFAS MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place September 24, 2031 Passport No. P7689056B HON, NINA RICCI A. YNARES CARLOS GERONIMO 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 at Kasiglahan Vill. I, Phase 1B, Brgy. San Jose, Montalban, Rizal WITNESS MY HAND AND SEAL this 25 SEP ZZS , at Rizal Provincial Capitol, Antipolo City. ATTY, MARIA SALVE C. RUBAYA ADAMOS Doc No. 50 Notatial Commission Appt. No. 24-17/Antippio City Page No. \_\_\_\_\_\_ Book No. NOTAR No Rey BROKNO. 55320 Series 20 > IRP Lifetime Roll No. 09047/RSM Chapter

MCLE Compliance No. VIII-0011430/Aug.



## NOTICE TO PROCEED

25 September, 2025

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 Construction of Covered Pathwalk at San Jose - Litex Senior High School, Brgy. San Jose, Montalban, Rizal effective—September 29, 2025 (Monday).

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

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

Very truly yours,

Governor (

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

INDIVIDUO DE SECULIA

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by

its PROVINCIAL GOVERNOR, HON PROVINCE, and	. NINA RICCI A. YNARES, herein referred to as the
NICKERSON CONSTRUCTION	a colo menudate della fedicata della colore
and office address at Mont	a sole proprietorship/private corporation, duly e Republic of the Philippines, with principal place of business alban, Rizal , and herein represented by its NICKERSON SAGUN , of legal age, Filipino Montalban, Rizal , hereinafter referred to as the
WHEREAS, the PROVINCE decla pursuant of the Sangguniang Panlalawigan	ores that certain infrastructure works should be constructed in Ordinance No. RPSB Res. No. I, S. 2025 namely:
	San Jose - Litex Senior High School, Brgy. San Jose, Iontalban, Rizal
to undertake the above said infrastructure w Bid in a public bidding held lastAugus the construction and completion of the ab- following standards set forth in the bid doc	warranting that it has the financial and, technical competence vorks, has been declared as the Lowest Calculated Responsive st 22, 2025 , has accepted and binds itself to undertake ove said infrastructure works strictly in accordance with the cuments, approved plans, program of works and specification of Million One Hundred Twenty Six Thousand Eighteen
Pesos Only	(P 1,126,018.00 ), Philippine Currency.
hereby agree as follows:  1. The whole works subject	consideration of the foregoing premises, the parties bereto matter of this Agreement shall be completed within
Sixty (60 ) Documents, Approved Plans, Program of Contract, Supplemental or Bid Bulletins, 2016 Revised Implementing Rules and herewith and incorporated herein by way of	calendar days, in accordance with the provisions of the Bid Works and Specifications, General and Special Conditions of if any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated freference, namely:
a SP Ordinance No. RPSB Res. No.	1, 8, 2025

- 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
- 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 One Hundred Twenty Six Thousand Eighteen Pesos Only 1,126,018.00

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 Three Hundred Thirty Seven Thousand Eight Hundred Five

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





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. NICKERSON CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: NINA RICCI A. Y Proprietor/Manager/President /Provincial Governor ( WITNESSES MARISSA N. CLEOFAS MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila NICKERSON SAGUN TIN No. 412-090-913 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of Covered Pathwalk at San Jose - Litex Senior High School, Brgy. San Jose, Montalban, Rizal 2 5 SEP 2025 WITNESS MY HAND AND SEAL this \_\_\_\_\_day of \_\_\_ , at Rizal Provincial Capitol, Antipolo City. Doc No. 57 Page No. 12 Book No. 2 ATTY. MARIA SALVE CRUBAYA-ADAROS Book No. 2 Series 20 2 Note: NO ments for Apply Nac 24-17/Antipolo City Attorney's Roll No. 55320

> MCLE Compliance No. VIII-0011430/Aug 8, 2014 PTR No. 23134860A/Jan.2,2025/R 231



## NOTICE TO PROCEED

25 September, 2025

MR. ARNEL L. CRUZ
A.L. CRUZ BUILDERS CONST.CORP.
Taytay, Rizal

Dear Mr. Cruz:

The attached Contract Agreement having been approved, notice is hereby given to A.L. CRUZ BUILDERS CONST.CORP. that work may proceed on the Construction of 2-Seater Comfort Room at Pulong Kumanoy Elem. School, Brgy. Lagundi, Morong, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours,

NINA RICCIA, YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: /

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

22

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
A.L. CRUZ BUILDERS CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Kepublic of the Philippines, with principal place of business
and office address at Taytay, Rizal and herein represented by its Proprietor/President/General Manager, ARNEL L. CRUZ of legal age, Filiping 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. RPSB Res. No. 1, S. 2025 namely:
Construction of 2-Seater Comfort Room at Pulong Kumanoy Elem. School, Brgy.  Lagundi, Morong, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last August 22, 2025, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eight Hundred Thirty Three Thousand Twenty Seven
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:
<ol> <li>The whole works subject matter of this Agreement shall be completed within Forty Eight (48) calendar days, in accordance with the provisions of the Bi</li> </ol>
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. RPSB Res. No. 1, S. 2025

- 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 Eight Hundred Thirty Three Thousand Twenty Seven Pesos and 69/100

833,027,69



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;

- 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 Hundred Forty Nine Thousand Nine Hundred Eight Pesos and 31/100 249,908.31

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;

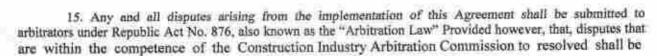
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained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





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

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

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

AL CRUZ BUILDERS CONSTRUCTION CORPORATION

Entity/Firm/Corporation

By:

ARNEL L. CRUZ

Proprietor/Manager/President

NUMBERS OF ARREST SEP CEDAY OF ARREST SEP C

WITNESSES

MARISSA N. CLEOFAS

MA. VICTORIA B. TEJADA

# NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place
HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila
ARNEL L. CRUZ TIN No. 639-094-958

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 2-Seater Comfort Room at Pulong Kumanoy Elem. School, Brgy. Lagundi, Morong, Rizal

WITNESS MY	HAND AND	SEAL	this	day of 5 SEF	2325	, at Rizal	Provincia
Capitol, Antipolo City.							

Doc No. US
Page No. IN
Book No. E
Series 20 X.

ATTY, MARIA SACYE C. RUBAYA ADAMOS NONDARY ENTRESIDE Appt. No. 24-17/Antipolo City Attorney's Roll No. 55320

IBP Lifetime Roll No. 09047/RSM Chapter MCLE Compliance No. VIII-0011430/Aug. 5, 1024

PTR No. 23134860AlJan.2,2025 Rizal



## NOTICE TO PROCEED

25 September, 2025

MR. OLIVER O. AQUINO OLIVER AQUINO CONSTRUCTION Binangonan, Rizal

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Improvement of Day Care Center and VAWC Office Bidg. Brgy. Wawa, Pililla, Rizal effective—September 29, 2025 (Monday).

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

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

Very truly yours,

NINA RICCIA YNARES

I acknowledge receipt of this Notice on:

2 6 SEP 2005

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O. AQUINO

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:



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

PROVINCE; and			
OLIVER AQUINO CONST	RUCTION	sole proprietorship	private corporation, duly
organized and existing under the and office address at Proprietor/President/General M citizen, single/married, residen	laws of the Republic of the Binangonan, Rizal anager, OLIVER AC t of Binangonan	ne Philippines, with j and herei QUINO	principal place of business
CONTRACTOR, WITNESSET	H, That,		
WHEREAS, the PROVI pursuant of the Sangguniang Par			s should be constructed in namely:
Improvement of Day Car	e Center and VAWC Of	fice Bldg. Brgy. Wa	wa, Pililla, Rizal
to undertake the above said infra Bid in a public bidding held last the construction and completion following standards set forth in in consideration of the amount of	August 22, 2025 of the above said infras the bid documents, appro	has accepted an tructure works strict ved plans, program	d binds itself to undertake ly in accordance with the of works and specification
NOW, THEREFORE, hereby agree as follows:	for and in consideration	of the foregoing pr	emises, the parties hereto
The whole works     Fifty  Documents, Approved Plans, P Contract, Supplemental or Bid 2016 Revised Implementing F herewith and incorporated herei	(50 ) calendar days, regram of Works and Spe Bulletins, if any, and su tules and Regulations of	in accordance with ecifications, General pporting/related doc f Republic Act No.	uments as required by the
d. Plans and Specificat e. Construction Schedu f. Request for Expressi	ork and Detailed Estimate ions le on of Interest		
g. Bidding Documents	including all the documen	ts/statements contain	ed in the winning

0

- 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 Sixty One Thousand Two Hundred Twenty Eight Pesos and 34/100
 (P 1.061,228.34 ).

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 One Thousand Three Hundred Sixty

  Eight Pesos and 50/100 (P 381,368.50 )

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

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. 2 5 SET 2005 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of at Antipolo City. OLIVER AQUINO CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: OLIVER AQUINO NINA RICCI ANYNARES 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 Name/Entity Valid ID Presented Date Place HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila OLIVER AQUINO TIN No. 182-311-289 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 Day Care Center and VAWC Office Bldg, Brgy, Wawa, Pililla, Rizal WITNESS MY HAND AND SEAL this \_\_\_\_\_\_day of \_\_\_\_\_\_, at Rizal Provincial Capitol, Antipolo City. ATTY, MARIA SALVE C. RUBAYA-ADAMOS Doc No. Us Page No. 10 Book No. Notino Tokas Ysilk Abbit No. 24-17 (Antipolo City Series 20 35

Attorney's Roll No. 55320 IBP Lifetime Roll No. 09047/RSM Chapter MCLE Compliance No. VIII-0011430/Aug 5, 2024 DTE No. 231149204/Jan 2,2025 Total



#### NOTICE TO PROCEED

25 September, 2025

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

> Improvement of Ynares Multi-Purpose Covered Court at Sunnyville 5, Brgy. Ampid I, San Mateo, Rizal

effective September 29, 2025 (Monday),

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

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

Very truly yours,

NINA RICCI A. YNARES

I acknowledge receipt of this Notice on:

2 8 SEP 2025

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 corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Baras, Rizal, and herein represented by its Proprietor/President/General Manager, RENATO VILLAROMAN, of legal age, Filipino citizen, single/married, resident of Baras, 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. 18, s. 2025 namely:

Improvement of Ynares Multi-Purpose Covered Court at Sunnyville 5. Brgy. Ampid I, San Mateo, 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 <u>August 22, 2025</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Nine Hundred Fifty-Six Thousand One Peso & 31/100(Php956,001.31)</u>, 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 <u>Sixty (60)</u> 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. 18, s. 2025
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Fifty-Six Thousand One Peso & 31/100(Php956.001.31), 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;







- 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 Hundred Eighty Six Thousand Eight Hundred Pesos

and 39/100

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

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

- 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.

IN WITNESS WHEREOF	, the parties have hereunto signed t Antipolo City.	this Agreement this	sday of
LARD BUILDERS	RIZAL PRO	VINCIAL GOVER	NMENT
Entity/Firm/Corporation		VIIICITEL OC VER	CONVERNA
By:  RENATO VILLAROMAN  Proprietos/Manager/President		A RICETA YNA	
11 To 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	WITNESSES	iovinciai cigrenioi	
SM	WITHESSES	0	
MARISSA N. CLEC	DFAS MA. VIC	TORIAS TEJAD	A
NO	TARIAL ACKNOWLEDGMEN	NT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY ) S	T-4()		
BEFORE ME, a Notary Pul	blic for and in Antipolo City, perso	mally 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. 119-041-448		
All known to me and to me and acknowledgment that the same respectively present.	known to be the same person/s wh is their free voluntary act and d	no executed the fore eed as well as the	going instrument entity that they
This instrument, consisting written and has been signed by the pa	of three (3) pages including this parties hereto in each and every page h	age wherein this acl sereof, refers to the A	knowledgment is Agreement for:
Improvement of Ynares Multi-	Purpose Covered Court at Sunn Mateo, Rizal	yville 5, Brgy. Am	pid I, San
WITNESS MY HAND AN Capitol, Antipolo City.	Mateo, Rizal  2 5 SEP 2  ID SEAL this day of	725 at	Rizal Provincial
Doc No VZ		ATTV MADIA 6	ALVEC RUBAYA ADAMO
Page No. 13 Book No. 2			
Series 20 %.		Attorn	Anglept. No. 24-17/Anthonio Ci ney's Roll No. 55320
_		IBF Lifetime R	Ioli No. 09047/RSM Chapter

MCLE Compliance No. YIII-0011430/Aug. 0, 1224 PTR No. 23134860AUJan.2,2025/Rizal



## NOTICE TO PROCEED

25 September, 2025

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 and Stage at Cayabu Elem. School, Brgy. Cayabu, Tanay, Rizal

effective September 29, 2025 (Monday).

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

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

Very truly yours

Governor W. YNARI

I acknowledge receipt of this Notice on:

2 fi SEP 2025

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 andbetween:



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

its PROVINCIAL GOVERNOR, HO PROVINCE, and					
LARD BUILDERS	120		DOORD FOR HOSE	enanomia de ou	esion www.
organized and existing under the laws of t and office address at Barr	he Republic of the as, Rizal	• Philippines	with prin	represented	f business
Proprietor/President/General Manager,	RENATO VI	LLAROMAN		f legal age.	Filipino
citizen, single/married, resident of	Baras, Rizal		hereinaft	er referred t	o as the
CONTRACTOR. WITNESSETH, That,					
WHEREAS, the PROVINCE dec	lares that certain	infrastructure	works sl	ould be cons	tructed in
pursuant of the Sangguniang Panlalawigar	Ordinance No.	RPS	B Res. No	5. 1, 5, 2025	namely:
Repair/Repainting of Ynares Multi-	Purpose Covere	d Court and	Stage at	Cayabu Elen	n.
School, B	rgy. Cayabu, Tar	nay, Rizal		1 Section 1 Sect	
WHEREAS, the CONTRACTOR to undertake the above said infrastructure Bid in a public bidding held lastAug the construction and completion of the a following standards set forth in the bid d	works, has been oust 22, 2025 bove said infrastr	leclared as the, has acceptucture works	Lowest ted and b strictly	Calculated R inds itself to in accordance	esponsive undertake with the
in consideration of the amount of E	ight Hundred For	ty Eight Thou	sand Thr	ee Hundred E	ighty
Nine Pesos an	d 68/100	(P 848,389)	08	), Philippine (	urrency.
NOW, THEREFORE, for and it hereby agree as follows:	n consideration o	f the foregoi	ng prem	ises, the part	ies hereto
The whole works subject     SixtyEight ( 68     Documents, Approved Plans, Program of Contract, Supplemental or Bid Bulletins 2016 Revised Implementing Rules and herewith and incorporated herein by way	) calendar days, if Works and Spec , if any, and supp Regulations of	n accordance ifications, Ge porting/related Republic Ac	with the neral and docum	e provisions of d Special Corents as require	of the Bid iditions of ed by the
a SP Ordinance No. RPSB Res. 1	No.1, S. 2025				
a. SP Ordinance No      b. Certificate of Availability of F	unds				
c. Scope/Program of Work and I					
d. Plans and Specifications	STATE OF BILL STORES STATE OF				
e. Construction Schedule					
f. Request for Expression of Inte	rest		SV 20	2 20 100 01	
<ul> <li>g. Bidding Documents including</li> </ul>	all the documents	statements c	ontained	in the winning	g
bidder/s two (2) bidding envelope	ės.				
h Bid Security					

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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;

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

i. Addenda and Supplemental Bulletin

 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Hundred Forty Eight Thousand Three Hundred Eighty Nine Pesos and 68/100 (P 848,389.68 ),

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 Fifty Four Thousand Five Hundred Sixteen Pesos and 90/100 (P 254,516,90 )

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;
- 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;

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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.

	F, the parties have hereunto sig at Antipolo City.	med this Agreement thi	s day of
LARD BUILDERS	\$416VH		
Entity/Firm/Corporation	RIZAL	PROVINCIAL GOVE	RNMENT
Ву:	Ву:	Road	
RENATO VILLAROMAN		NINA RICCI A. WA	DEC.
Proprietor/Manager/President		Provincial Governo	res r(
· ·	WITNESSES		,
Apr		8	
MARISSA N. CLE	OFAS MA.	VICTORIA B, TEJAD	A
N	OTARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY ) S	SS) S.S.		
BEFORE ME, a Notary Pu	ablic 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
RENATO VILLAROMAN	TIN No. 119-041-448		
All known to me and to me and acknowledgment that the same respectively present.	known to be the same person/s is their free voluntary act an	who executed the forest	going instrument entity that they
This instrument, consisting written and has been signed by the pa	of three (3) pages including thi arties hereto in each and every pa	s page wherein this ack ge hereof, refers to the A	mowledgment is greement for:
Repair/Repainting of Ynare	s Multi-Purpose Covered Cou	irt and Stage at Caval	u Elem
Se	chool, Brgy, Cayabu, Tanay, F	Rizal	
WITNESS MY HAND AN Capitol, Antipolo City.	TD SEAL thisday 6	or <sup>SEP</sup> 2025 , at 1	Rizal Provincial
Ooc No			Alen
age No. 17		ATTY, MARIA SALVE	C. RUBAYA-ABAMOS

Not NOT ARYS BAJISBUILD. 24-17 Antipolo City

Attorney's Roll No. 55320
IBF Lifetime Roll No. 09047/RSM Chapter
MCLE Compliance No. VIII-0011430/Aug 6 3334
PTR No. 23134860AlJan.2,2025/F 221

Book No. 2

Series 20 >>, -



## NOTICE TO PROCEED

25 September, 2025

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

Concreting of Sto. Niño St., Sitio Aguho, Brgy. Sampaloc, Tanay, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours,

NINA RICCI A YNARES

I acknowledge receipt of this Notice on:

2 8 SEP 2005

Authorized Signature:

Name of the Representative of the Bidder:

GERALDARENN 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

Circumferential Road corner P. Oliveros St., Brg	th seat of government at the Rizal Provincial Capitol, by. San Roque, Antipolo City, represented in this act by NA RICCI A. VNARES, herein referred to as the
GKB BUILDERS	
	, a sole proprietorship/private corporation, duly ublic of the Philippines, with principal place of business Rizal and herein represented by its RALD KENN S.J. BILOG of legal age. Filipino
	orong, Rizal , hereinafter referred to as the
WHEREAS, the PROVINCE declares the pursuant of the Sangguniang Panlalawigan Ordina	at certain infrastructure works should be constructed in namely:
Concreting of Sto. Niño St., Sitio	Aguho, Brgy. Sampaloc, Tanay, Rizal
to undertake the above said infrastructure works.  Bid in a public bidding held lastAugust 22 the construction and completion of the above sa following standards set forth in the bid document	nting that it has the financial and, technical competence has been declared as the Lowest Calculated Responsive, 2025, has accepted and binds itself to undertake aid infrastructure works strictly in accordance with the its, approved plans, program of works and specification undred Sixteen Thousand Forty Seven Pesos
and 47/100	(P 916,847.47 ), Philippine Currency.
Documents, Approved Plans, Program of Works Contract, Supplemental or Bid Bulletins, if any	of this Agreement shall be completed within dar days, in accordance with the provisions of the Bid and Specifications, General and Special Conditions of and supporting/related documents as required by the ations of Republic Act No. 9184 and are integrated ence, namely:
b. Certificate of Availability of Funds	
<ul> <li>c. Scope/Program of Work and Detailed</li> <li>d. Plans and Specifications</li> </ul>	Estimate
e. Construction Schedule	
bidder/s two (2) bidding envelopes	documents/statements contained in the winning
<ul> <li>h. Bid Security</li> <li>i. Addenda and Supplemental Bulletin</li> </ul>	
<ol> <li>Notice of Award of Contract and the C</li> </ol>	Contractor's Conformity thereto
<ol> <li>In consideration of the payment to b latter hereby covenants with the PROVINCE to of this Agreement in conformity with the province</li> </ol>	e made by the PROVINCE to the CONTRACTOR, the construct and complete the infrastructure works subject to of the Contract;
The PROVINCE hereby covenants     Nine Hundred Sixteen Thousand	to pay the CONTRACTOR the amount of PESOS Forty Seven Pesos and 47/100
	(P
Philippine Currency, in consideration of the con- works unless otherwise agreed by the parties, sur	struction and only upon completion of the infrastructure bject 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 Four Thousand Eight Hundred Fourteen

  Pesos and 24/100 (P 274,814.24 )

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;
- 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.

IN WITNESS WHEREOF, the	ne parties have he ntipolo City.	reunto signed	this Agreement thi	s day of
GKB BUILDERS		desiration of the resident		
Entity/Firm/Corporation		RIZAL PRO	VINCIAL GOVER	RNMENT
Ву:		By:	0	
Gerald John S.J. Bilog		NTM	100	65
Proprietor/Manager/President			A RICCI A. WNA rovincial Governo	RES r∫
	WITNESS			
F	0.000	-20	86	
MARISSA N. CLEOFA	IS	MA, VIC	TORIA B. TEJAD	A
NOTA	ARIAL ACKNO	WLEDGMEN	NT.	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.				
BEFORE ME, a Notary Public	for and in Antipo	lo City, perso	nally appeared the	following
Name/Entity	Valid ID Pres	sented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P76	89056B 5	September 24, 2031	Manila
GERALD KENN S.J. BILOG	TIN No. 196-	519-323		
All known to me and to me kn and acknowledgment that the same is respectively present.	own to be the sam their free volunts	e person/s who	executed the fore sed as well as the	going instrument entity that they
This instrument, consisting of t written and has been signed by the partie	hree (3) pages inc s hereto in each an	luding this part devery page he	ge wherein this ack ereof, refers to the A	cnowledgment is agreement for:
Concreting of Sto. Niño	o St., Sitio Aguho	, Brgy. Samp	aloc, Tanay, Rizal	
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL this	2 5 SEP day of _	2025 at )	Rizal Provincial
Page No. 12 Book No. 2 Series 20 37			TY. MARIA SALVE C.	o, 24-17/Antipuse City No. 85320

MCLE Compliance No. VIII-0011430/Aug 8, 2014 PTR No. 23134850A/Jan.2.2025/R/21/



## NOTICE TO PROCEED

25 September, 2025

MR. EDGARDO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP.

Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Improvement/Extension of Stage at Casimiro A. Ynares Sr. Mem.

National High School, Brgy. Dolores, Taytay, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours,

NINA RICETY, YNARE

I acknowledge receipt of this Notice on:

2 6 SEP 2025

Authorized Signature:

Name of the Representative of the Bidder.

EDGARDO 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

KIT UBIADAS CONSTRUCTION COR	a sole proprie	torship/private corporation, duly
organized and existing under the laws of the and office address at Bins	he Republic of the Philippines angonan, Rizal and	with principal place of business herein represented by its
Proprietor/President/General Manager,	EDGARDO M. UBIADAS	of legal age. Filipino
citizen, single/married, resident of Binangonan, Rizal CONTRACTOR. WITNESSETH, That,		hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 1, s. 2025 namely:

# Improvement/Extension of Stage at Casimiro A. Ynares Sr. Mem. National High School, Brgy. Dolores, Taytay, Rizal

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 Seventy Two (72) 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. RPSB Res. No. 1, s. 2025
- 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 Nine Hundred Eighty Five Thousand Seven Pesos and 64/100

(P 1,985,007.64

8

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 Five Hundred Ninety Five Thousand Five Hundred Two Pesos and 29/100 (P 595.502.29

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

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

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

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

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

we were to the City of				A
IN WITNESS WHEREOF	, the parties have Antipolo City.	hereunto sign	ned this Agreement thi	s day o
KIT UBIADAS CONSTRUCTION CO Entity/Firm/Corporation	RPORATION	RIZAL I	PROVINCIAL GOVE	RNMENT
By: Man		By:	e /	
EDGARDO M. UBIADAS Proprietor/Manager/President		ī	NINA RICCI A. VNA	RES
4	WITN	ESSES	2/	£.
MARISSA N. CLEC	DFAS	MA.	VICTORIA B. TEJAD	A
NO	TARIAL ACK	NOWLEDGA	MENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY ) S	S) .S.			
BEFORE ME, a Notary Pu	blic for and in An	tipolo 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
EDGARDO M. UBIADAS	TIN No. 008	3-410-689		
All known to me and to me and acknowledgment that the same respectively present.	known to be the	same person/s untary act and	who executed the fore	going instrument entity that they
This instrument, consisting of written and has been signed by the particle.	of three (3) pages rties hereto in each	including this and every pag	s page wherein this acl ge hereof, refers to the A	mowledgment is greement for:
Improvement/Extension of S	Stage at Casimir	o A. Ynares 5	Sr. Mem. National His	h School.
Brgy, Dolores, Taytay, Riza	ř		7	
WITNESS MY HAND AN Capitol, Antipolo City.	D SEAL this	day o	tP_225, at	Rizal Provincial
Doc No. 55				

Attorney's Roll No. 24-17/Anilyson City Attorney's Roll No. 55320 IBF Lifetime Roll No. 09047/RSM Crambon MCLE Compliance No. VIII-0011430/Aug 5, 1034 PTR No. 23134860AJJan 2 2025/Rizal

Page No. 12 Book No. 2 Series 20 X.



#### NOTICE TO PROCEED

25 September, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Construction of Ynares Stage at Taytay National High School, Brgy. San Juan, Taytay, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours,

NINA RIESSIA, YNARE

Governor

I acknowledge receipt of this Notice on:

2 6 SEP 305

Authorized Signature:

Name of the Representative of the Bidder.

EDGARDO 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, e

its PROVINCIAL GOVERNOR, HON. NINA RICCI PROVINCE; and  KIT UBIADAS CONSTRUCTION CORPORATION , a sol organized and existing under the laws of the Republic of the D	A. YNARES, herein referred to as the
organized and existing under the laws of the Republic of the P and office address at Binangonan, Rizal Proprietor/President/General Manager, EDGARDO M, U citizen, single/married, resident of Binangonan, Rizal CONTRACTOR. WITNESSETH, That,	and herein represented by its
WHEREAS, the PROVINCE declares that certain infi pursuant of the Sangguniang Panlalawigan Ordinance No.	rastructure works should be constructed in RPSB Res. No. 1, s. 2025 namely:
Construction of Ynares Stage at Taytay National High Rizal	School, Brgy. San Juan, Taytay,
WHEREAS, the CONTRACTOR, warranting that it h to undertake the above said infrastructure works, has been decl Bid in a public bidding held last	lared as the Lowest Calculated Responsive has accepted and binds itself to undertake ure works strictly in accordance with the plans, program of works and specification
Seventeen Pesos and 65/100 (P	1.645,117.65 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the hereby agree as follows:	ne foregoing premises, the parties hereto
The whole works subject matter of this A     Seventy Two (72) calendar days, in a	Agreement shall be completed within
Documents, Approved Plans, Program of Works and Specifical Contract, Supplemental or Bid Bulletins, if any, and support 2016 Revised Implementing Rules and Regulations of Repherewith and incorporated herein by way of reference, namely:	ations, General and Special Conditions of ing/related documents as required by the public Act No. 9184 and are integrated
a. SP Ordinance No. RPSB Res. No. 1, s. 2025	
h Cartificate of Availability of Funda	

- 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 Six Hundred Forty Five Thousand One Hundred Seventeen Pesos and 65/100 (P 1,645,117,65



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;

- 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 Ninety Three Thousand Five Hundred Thirty

  Five Pesos and 30/100

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







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. KIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: EDGARDO M. UBIADAS NINA RICCI A YNARES Proprietor/Manager/President Provincial Governor 1 WITNESSES MARISSA N. CLEOFAS MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Pince HON, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila EDGARDO M. UBIADAS TIN No. 008-410-689 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of Ynares Stage at Taytay National High School, Brgy. San Juan, Taytay, Rizal WITNESS MY HAND AND SEAL this 2 5 SEP day of 205 , at Rizal Provincial Capitol, Antipolo City. Doc No. \_ th Page No. 13 Book No. 2 NOTARY BLUBLE 6. 24-17/Andread to the

Attorney's Roll No. 55320 in Lifetime Roll No. 09047/RSM Chillian MCLE Compliance No. VIII-0011430/Aug 5 PTR No. 23134860A/Jan 2 2027

Series 20 > .



#### NOTICE TO PROCEED

25 September, 2025

MR. EDGARDO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP.

Binangonan, Rizal

Dear Mr. Ubiadas;

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Repair/Repainting of Ynares School Bldgs, at San Lorenzo Ruiz Elem., Brgy, San Juan, Taytay, Rizat effective September 29, 2025 (Monday).

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

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

Very truly yours

NINA RICCI ALYNARES

Governor

I acknowledge receipt of this Notice on:

2 6 SEP DES

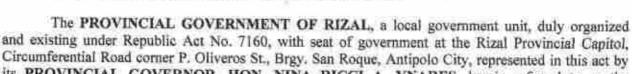
Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:



its F	PROVINCIAL GOVERNOR, HON, NINA RICCI A. YNARES, herein referred to as the OVINCE; and
K	IT UBIADAS CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly
and Propi	nized and existing under the laws of the Republic of the Philippines, with principal place of business office address at Binangonan, Rizal and herein represented by its rietor/President/General Manager, EDGARDO M. UBIADAS of legal age, Filipino en, single/married, resident of Binangonan, Rizal hereinafter referred to as the TRACTOR. WITNESSETH, That,
purst	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 2, s. 2025 namely:
	Repair/Repainting of Ynares School Bldgs. at San Lorenzo Ruiz Elem., Brgy. San Juan, Taytay, Rizal
Bid i	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence idertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public bidding held last August 22, 2025, has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the wing standards set forth in the bid documents, approved plans, program of works and specification insideration of the amount of Nine Hundred Seventy Thousand Six Hundred Eighty Five Pesos and 87/100 (P 970,685.87), Philippine Currency.
herel	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto by agree as follows:
Cont 2016	<ol> <li>The whole works subject matter of this Agreement shall be completed within Seventy Two (72) calendar days, in accordance with the provisions of the Bid aments, Approved Plans, Program of Works and Specifications, General and Special Conditions of tract, 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 with and incorporated herein by way of reference, namely:</li> </ol>
<b>S</b> .	a. SP Ordinance No. RPSB Res. No. 2, s. 2025 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

m

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

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

of this Agreement in conformity with the province of the Contract;

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

Nine Hundred Seventy Thousand Six Hundred Eighty Five Pesos and 87/100

(P 970,685.87 ).

26

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 Two Hundred Ninety One Thousand Two Hundred Five

  Pesos and 76/100 (P 291,205,76 )

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



the Bidding Documents:



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

			any other courts.	_
IN WITNESS WHEREOF, th	e parties have he	reunto sign	ed this Agreement thi	s day of
at An	tipolo City.			
KIT UBIADAS CONSTRUCTION CORPORATIO	226			
Entity/Firm/Corporation	N.	RIZAL P	ROVINCIAL GOVE	RNMENT
Enaly/1 into Corporation				Part Part I Part
By: Mh.		By:	0/	
EDGARDO M. UBIADAS			8 1	
Proprietor/Manager/President		N	INA RICEDA. YNA	RES
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O A	WITNESS	SES		
4			94	
MARISSA N. CLEOFA	S	MA. V	ICTORIA B. TEJAD	A
			TOTAL D. TENAD	
NOTA	RIAL ACKNO	WIEDCM	DESIGN	
	TO ACILIO	W LEDGM	Earl	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.				
BEFORE ME, a Notary Public	for and in Antipo	olo City, per	rsonally appeared the	following
Name/Entity	Valid ID Pres	sented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P76	89056B	September 24, 2031	Manila
EDGARDO M. UBIADAS	TIN No. 008-41	0.689	7	
All known to me and to me kno and acknowledgment that the same is t respectively present.	wn to be the sam heir free volunts	e person/s v ry act and	deed as well as the	entity that they
This instrument, consisting of the written and has been signed by the parties	ree (3) pages inc hereto in each and	luding this i every page	page wherein this acl	cnowledgment is agreement for:
Repair/Repainting of Ynares Sc	hool Bldgs, at S	an Lorenzo	Ruiz Elem., Brev. S	ian Juan
Touter Direct				
WITNESS MY HAND AND S Capitol, Antipolo City.	EAL this	day of	. at 1	Rizal Provincial
Doc No 57				ou l
Page No. 13 Book No. 2 Series 20 %			ATTY MARIA SALVE	RUBAYA ADAD
Series 20 ×			MINOTARYOWA	LNG. 24-17/Act City

Atlomey's Roll No. 55320 ISF Lifetime Roll No. 09047/RSM Chapter MCLE Compliance No. VIII-0011430/Aug 4, 2214 PT3 NA 211342804/Jan 1 11-61 ...

Series 20 %.



### NOTICE TO PROCEED

25 September, 2025

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 and Stage at Carissa Homes East I, Brgy. Bagumbayan, Teresa, Rizal effective September 29, 2025 (Monday).

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

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

Very truly yours

Governor

I acknowledge receipt of this Notice on:

2 6 SEP 2025

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:



1,077,657.64

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. 18, 5, 2025 namely:
Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage at Carissa Homes
East I, Brgy, Bagumbayan, 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 August 22, 2025 , 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 Seventy Seven Thousand Six Hundred Fifty Seven
Pesos and 64/100 (P 1,077,657,64 ), Philippine Currency.
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. 18, 8, 2025
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
<ol> <li>Notice of Award of Contract and the Contractor's Conformity thereto</li> </ol>
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;
<ol> <li>The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESO.         One Million Seventy Seven Thousand Six Hundred Fifty Seven Pesos and 64/100</li> </ol>

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 Twenty Three Thousand Two Hundred Ninety

  Seven Pesos and 29/100

  (P. 323,297,29

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

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







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 belo

the appropriate court of the City of IN WITNESS WHEREOF		of any other courts.	50.
at at	the parties have hereunto sig Antipolo City.	med this Agreement th	isday o
GKB BUILDERS			
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Gerald Kom S.J. Bileg		NINA RICCI YNA	RES
Proprietor/Manager/President		Provincial Geverno	or f
	WITNESSES		
A	TO LONG THE PARTY	8	
MARISSA N. CLEC	DFAS MA.	VICTORIA B. TEJAD	(A)
		TENNINE TEN	55X.
NO	TARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY ) S.	S)	* CANNOTE * CE *	
BEFORE ME, a Notary Pub	olic for and in Antipolo City, p	ersonally appeared the	following
Name/Entity	Valid ID Presented	Date	Piace
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
GERALD KENN S.J. BILOG	TIN No. 196-519-323	4. 40.000	KVSWAINE:
All known to me and to me and acknowledgment that the same respectively present.	known to be the same person/s is their free voluntary act an	who executed the fore	going instrument entity that they
This instrument, consisting o written and has been signed by the part	f three (3) pages including this ties hereto in each and every page	s page wherein this ack ge hereof, refers to the A	mowledgment is
Repair/Repainting of Vnares East	Multi-Purpose Covered Cor I, Brgy. Bagumbayan, Teres	ort and Stage at Caris	sa Homes
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL thisday o	SEP 2025, at 1	Rizal Provincial
Doc No. 55 Page No. 13 Book No. 2 Series 20 X		TTY, MARIA SALVEC, RU otana Copyrigan Appl No. Attorney's Roll No.	H12/Antipale City

BF Lifetime Roll No. 09047/RSM Chapter MCLE Compliance No. VIII-0911430/Aug 5, 2014 PTR No. 23134860A/Jan.2,2025/Rizal



### NOTICE TO PROCEED

25 September, 2025

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 Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage at Abuyod National High School, Sitio Abuyod, Brgy, Dalig, Teresa, Rizal effective—September 29, 2025 (Monday).

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

5 0 013 5100

OMMEL G. SANTIAGO

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

The PROVINCIAL COVERNMENT OF

and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its PROVINCIAL GOVERNOR, HON, NINA RICCI A. YNARES, herein referred to as a PROVINCE; and
CAMORI BUILDERS & SUPPLY
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No.2, S. 2025 namely
Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage at Abuyod National High School, Sitio Abuyod, Brgy. Dalig, Teresa, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competen to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsi Bid in a public bidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here hereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed with Sixty. (60 ) calendar days in accordance with the provisions of the B
Sixty (60) calendar days, in accordance with the provisions of the B Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 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. RPSB Res. No.2, S. 2025 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, to latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subjet of this Agreement in conformity with the province of the Contract;</li> </ol>
<ol> <li>The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESC Eight Hundred Fifty Five Thousand Two Hundred Sixty Seven Pesos and 28/100</li> </ol>

(P 855,267.28 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;
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Fifty Six Thousand Five Hundred Eighty Pesos

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;
- 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 mean or mit and for

the appropriate court of the City of	Antipolo, with the exclusion of	ation of this Agreemen f any other courts.	t, shall belong to
IN WITNESS WHEREOF, at	the parties have hereunto sign Antipolo City.	ned this Agreement this	aday of
CAMORI BUILDERS & SUPPL	Y RIZAL I	PROVINCIAL GOVE	NIMENT
Entity/Firm/Corporation		KOAINCIAL GOVE	CNMENT
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	By:	0 1	
Jommel Santiago	1	VINA RICCO YNA	RES
Proprieto/Manager/President		Provincial Governo	\$
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CAD	WITHLOSES		
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MARISSA N. CLI	EOFAS MA. VI	CTORIAM TEJADA	
NO	TARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES	ev.		
ANTIPOLO CITY )S.	34(1)		
DEPOSIT SEE SEE SEE	AND WILL MADE OF THE REAL		
BEFORE ME, a Notary Pub	lic 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
JOMMEL SANTIAGO TR	N No. 212-862-431		_
All known to me and to me and acknowledgment that the same respectively present.	known to be the same person/s is their free voluntary act ar	s who executed the fore ad deed as well as the	going instrument entity that they
This instrument, consisting of written and has been signed by the part	of three (3) pages including the ties hereto in each and every pa	is page wherein this ac ige hereof, refers to the a	knowledgment is Agreement for:
Repair/Repainting of Ynares M High School,	Sitio Abuyod, Brgy. Dalig, 7	eresa, Rizal	National
	203	P 2725	
Capitol, Antipolo City.	D SEAL thisday	of at	Kizai Provincial
Doc. No		ATTY. MARIA SALVE OR Notation Expression Application Attorney's Roll No.	2467/Antipolo City

IEP Lifetime Roll No. 09047/RSM Chapter MCLE Compliance No. VIII-0011430/Aug = 1221 PTR No. 23134860A/Jan.2,2025/R