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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

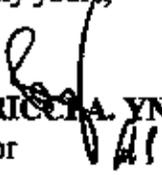
Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to **FLS CONSTRUCTION & BUILDERS** that work may proceed on the **Repair/Repainting of 1-Storey Ynares Multi-Purpose Bldg. (HOA Office)** at **Medalva Hills Village Phase 2, Brgy. San Isidro, Angono, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,


NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

2-0 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


FELIMON M. SANTOS

NTP 12122025#1

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

FLS CONSTRUCTION & BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Taytay, Rizal, and herein represented by its Proprietor/President/General Manager, **FELIMON SANTOS**, of legal age, Filipino citizen, single/married and a resident of Taytay, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Repair/Repainting of 1 Storey Ynares Multi-Purpose Bldg. (HOA Office) at Medalva Hills Village Phase 2, Brgy. San Isidro, Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of One Million Eighty Thousand Three Hundred Twenty-Two Pesos & 16/100 (Php1,080,322.16), 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 Sixty-Five (65) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **One Million Eighty Thousand Three Hundred Twenty-Two Pesos & 16/100 (Php1,080,322.16)** Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Three Hundred Twenty-Four Thousand Ninety-Six Pesos & 65/100 (Php324,096.65)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 1st day of JAN 2025, at Antipolo City.

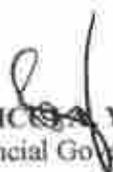
RIZAL PROVINCIAL GOVERNMENT

FLS CONSTRUCTION & BUILDERS

Entity/Firm/Corporation

By:

By:


NINA RICARDO YNARES
Provincial Governor


FELIMON SANTOS
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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 RICCIA. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
<u>FELIMON SANTOS</u>	<u>TIN No. 137-732-196</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Repair/Repainting of 1 Storey Ynares Multi-Purpose Bldg. (HOA Office) at Medalva Hills Village Phase 2, Brgy. San Isidro, Angono, Rizal

WITNESS MY HAND AND SEAL this _____ day of 19 JAN 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 1
Page No. 2
Book No. 1
Series 20 24

ATTY. MARIA SALVE C. YRIBAYA)S
Notarial Commission App. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 09047/RSM Chapter
MCLE Compliance No. VIII-0011430/Aug. 6, 2021
PTR No. 25088667A, JAN. 5, 2026/ Rizal

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

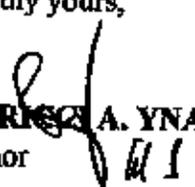
Dear Mr. Ubiadas:

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 Bldg. at Regional Lead School for the Arts, Brgy. San Isidro, Angono, Rizal** effective **January 22, 2026 (Thursday)**.

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 ROSA A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


EDGARDO M. UBIADAS

NTP 12122025#2

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 2

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, 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 and a resident of Binangonan, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 5, s. 2025 namely:

Repair/Repainting of Ynares School Bldgs. at Regional Lead School for the Arts, Brgy. San Isidro, Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Three Million Eight Hundred Forty Thousand Three Hundred Twenty-One Pesos & 08/100 (Php3,840,321.08), 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 **One Hundred (100)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement.

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Three Million Eight Hundred Forty Thousand Three Hundred Twenty-One Pesos & 08/100 (Php3,840,321.08), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang-Paulalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of One Million One Hundred Fifty-Two Thousand Ninety-Six Pesos & 32/100 (Php1,152,096.32) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3 of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

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16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 10 JAN 2025 of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

KIT UBIADAS CONSTRUCTION CORPORATION

Entity/Firm/Corporation

By:

By:


NINA RICCIA YNARES
Provincial Governor


EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>EDGARDO M. UBIADAS</u>	<u>TIN No. 008-410-689</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Repair/Repainting of Ynares School Bldgs. at Regional Lead School for the Arts, Brgy. San Isidro, Angono, Rizal

WITNESS MY HAND AND SEAL this 10 day of JAN 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 2
Page No. 2
Book No. 1
Series 20 29

NOTARY PUBLIC

ATTY. MARIA SALVE C. RUBAYA) S
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 09047/BSM Chapter
MCLE Compliance No. VIII-0011430/Aug. 6, 202
PTR No. 2508867A, JAN. 5, 2026/ Rizal

[Handwritten signatures and initials]



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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 Angono Elem. School, Brgy. San Isidro, Angono, Rizal** effective January 22, 2026 (Thursday).

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 RICENA YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026


Authorized Signature:

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

NTP 12122025#3

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 3

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, 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 and a resident of **Binangonan, Rizal**, hereinafter referred to as the "**CONTRACTOR**."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 5, s. 2025 namely:

Repair/Repainting of Ynares School Bldgs. at Angono Elementary School, Brgy. San Isidro, Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Four Million Four Hundred Thirty-Three Thousand Four Pesos & 30/100 (Php4,433,004.30), 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 **One Hundred Twenty (120)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Four Million Four Hundred Thirty-Three Thousand Four Pesos & 30/100 (Php4,433,004.30)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Million Three Hundred Twenty-Nine Thousand Nine Hundred One Pesos & 29/100 (Php1,329,901.29)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court, and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 10 JAN 2020 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

KIT UBIADAS CONSTRUCTION CORPORATION

Entity/Firm/Corporation

By:

By:


NINA RICCI YNARES
Provincial Governor


EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>EDGARDO M. UBIADAS</u>	<u>TIN No. 008-410-689</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Repair/Repainting of Ynares School Bldgs. at Angono Elementary School, Brgy. San Isidro, Angono, Rizal

WITNESS MY HAND AND SEAL this 10 JAN 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

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Page No. 2
Book No. 1
Series 20 26

Notary Public
ATTY. MARIA SAIVE C. RUBAYA JS
 Notarial Commission Appt. No. 26-25/Antipolo, City
 Attorney's Roll No. 55320
 IBP Lifetime Roll No. 09047/RSM Chapter
 MCLE Compliance No. VIII-0011430/Aug. 6, 202
 PTR No. 2508867A, JAN. 5, 2026/ Rizal

[Handwritten signature]

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to **FLS CONSTRUCTION & BUILDERS** that work may proceed on the **Improvement of Comelec Office at Rizal Provincial Jail Cmpd., Brgy. Dolores, Taytay, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,

NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:

FELIMON M. SANTOS

NTP 12122025#4

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

FLS CONSTRUCTION & BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Taytay, Rizal, and herein represented by its Proprietor/President/General Manager, FELIMON SANTOS, of legal age, Filipino citizen, single/married and a resident of Taytay, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Improvement of Comelec Office at Rizal Provincial Jail Cmpd., Brgy. Dolores, Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Two Million Three Hundred Eight Thousand Sixty Pesos & 08/100 (Php2,308,060.08), 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 **Ninety-Six (96)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Two Million Three Hundred Eight Thousand Sixty Pesos & 08/100 (Php2,308,060.08)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Six Hundred Ninety-Two Thousand Four Hundred Eighteen Pesos & 02/100 (Php692,418.02)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 0 JAN 2006 of _____ at Antipolo City.

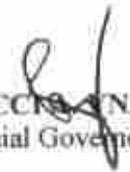
RIZAL PROVINCIAL GOVERNMENT

FLS CONSTRUCTION & BUILDERS

Entity/Firm/Corporation

By:

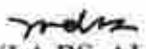
By:


NINA RICCI NARES
Provincial Governor


FELIMON SANTOS
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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 RICCIA. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
<u>FELIMON SANTOS</u>	<u>TIN No. 137-732-196</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Improvement of Comelec Office at Rizal Provincial Jail Cmpd., Brgy. Dolores, Taytay, Rizal

WITNESS MY HAND AND SEAL this 19 day of JAN 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 4
Page No. 2
Book No. 1
Series 20 24

NOTARY PUBLIC

ATTY. MARIA SALVE CRUBAYA
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 09047/RSM Chapter
MCLE Compliance No. VIII-0011430/Aug. 6, 202
PTR No. 2508857A, JAN. 5, 2026/ Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

MR. NELSON R. PINTO
BSKP CONSTRUCTION
Morong, Rizal

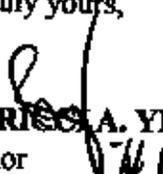
Dear Mr. Pinto:

The attached Contract Agreement having been approved, notice is hereby given to **BSKP CONSTRUCTION** that work may proceed on the **Improvement of NHA School Bldg. (Extension of Principals Office)** at **Paimaan Elem. School - Heroes Ville Annex, Brgy. Pinugay, Baras, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,


NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


NELSON R. PINTO

NTP 12122025#5

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 5

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

BKSP 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 Morong, Rizal, and herein represented by its Proprietor/President/General Manager, **NELSON R. PINTO**, of legal age, Filipino citizen, single/married and a resident of Morong, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

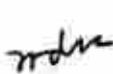
WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Improvement of NHA School Bldg. (Extension of Principal's Office) at Painaan Elementary School – Heroes Ville Annex, Brgy. Pinugay, Baras, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of One Million Four Hundred Thirty-Seven Thousand Two Hundred Eighty-Nine Pesos & 48/100 (Php1,437,289.48), 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 Seventy-Two (72) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- 
- 
- 
- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **One Million Four Hundred Thirty-Seven Thousand Two Hundred Eighty-Nine Pesos & 48/100 (Php1,437,289.48)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Four Hundred Thirty-One Thousand One Hundred Eighty-Six Pesos & 84/100 (Php431,186.84)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this JAN 27 2020 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

BKSP CONSTRUCTION
Entity/Firm/Corporation

By:

By:


NINA RICCIO NARES
Provincial Governor


NELSON R. PINTO
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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 RICCIA. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
<u>NELSON R. PINTO</u>	<u>TIN No. 257-641-734</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Improvement of NHA School Bldg. (Extension of Principal's Office) at Painam Elementary School – Heroes Ville Annex, Brgy. Pinugay, Baras, Rizal

WITNESS MY HAND AND SEAL this 19 day of JAN, 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 5
Page No. 2
Book No. 1
Series 20 20.

Notary Public

[Signature]
ATTY. MARIA SALVE C. RUBAYA
Notarial Commission Appt. No. 25-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 09047/RSM Chapter
MCLE Compliance No. VIII-0011430/Aug. 6, 2021
PTR No. 25088667A, JAN. 5, 2026/ Rizal

[Handwritten signatures]



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

MR. JUAN PAOLO MIGUEL E. MANLAPIT
L. EUSEBIO ACE DEV'T CORP.
Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to **L. EUSEBIO ACE DEV'T CORP.** that work may proceed on the **Construction of Roadway Lightings at Brgy. Bombong, Brgy. Pinagdilawan, Brgy. Sapang and Brgy. Tabon, Binangonan, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,

NINA RICCI A. YNARES
Governor 

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


JUAN PAOLO MIGUEL E. MANLAPIT

NTP 12122025#6

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

L. EUSEBIO ACE DEVELOPMENT CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Pasig City**, and herein represented by its Proprietor/President/General Manager, **JUAN PAULO MIGUEL E. MANLAPIT**, of legal age, Filipino citizen, single/married and a resident of **Pasig City**, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

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

Construction of Roadway Lightings at Brgy. Bombong, Brgy. Pinagdilawan * Brgy. Sapang and Brgy. Tabon, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Nine Million Twenty Thousand Eight Pesos & 10/100 (Php9,020,008.10), 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 following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement,

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Nine Million Twenty Thousand Eight Pesos & 10/100 (Php9,020,008.10)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Two Million Seven Hundred Six Thousand Two Pesos & 43/100 (Php2,706,002.43)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 11th ~~2025~~ day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

L. EUSEBIO ACE DEVELOPMENT CORPORATION

Entity/Firm/Corporation

By:

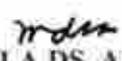
By:


NINA RICCI YNARES
Provincial Governor


JUAN PAULO MIGUEL E. MANLAPIT
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>JUAN PAULO MIGUEL E. MANLAPIT</u>	TIN No. 000-159-917		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Construction of Roadway Lightings at Brgy. Bombong, Brgy. Pinagdilawan, Brgy. Sepang and Brgy. Tabon, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 19 day of JAN 2026, at Rizal Provincial Capitol, Antipolo City.

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Page No. 3
Book No. 1
Series 20 24

Notary Public
ATTY. MARIA SALVE S. RUBAYA
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55220
JBP Lifetime Roll No. 24077/54 Chapter
MCE Compliance No. VI-111-33/Ant. C. 2021
PTR No. 25022567A, JAN. 5, 2015, Rizal

[Handwritten signatures]



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

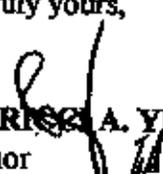
Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to **JRD-D2 ENTERPRISES** that work may proceed on the **Asphalt Overlaying of Alley 11,12 & 13 at Metro Royale Phase 2 & 1B, Brgy. Burgos, Montalban, Rizal** effective **January 22, 2026 (Thursday)**.

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 RIOS A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:


PORFIRIO P. MINA

NTP 12122025#7

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

– and –

IRD-D² ENTERPRISES, 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 Tanay, Rizal, and herein represented by its Proprietor/President/General Manager, **PORFIRIO MINA**, of legal age, Filipino citizen, single/married and a resident of Tanay, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Asphalt Overlaying of Alley 11, 12 & 13 at Metro Royale Phase 2 & 1B, Brgy. Burgos, Montalban, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Seven Hundred Seventy Thousand One Hundred Fifty-Seven Pesos & 87/100 (Php770,157.87), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Seven Hundred Seventy Thousand One Hundred Fifty-Seven Pesos & 87/100 (Php770,157.87)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (if applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Two Hundred Thirty-One Thousand Forty-Seven Pesos & 36/100 (Php231,047.36)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19 JAN 2020 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:


NINA RICLA YNARES
Provincial Governor

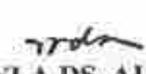
JRD-D² ENTERPRISES
Entity/Firm/Corporation

By:


PORFIRIO MINA
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>PORFIRIO MINA</u>	<u>TIN No. 154-422-889</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Asphalt Overlaying of Alley 11, 12 & 13 at Metro Royale Phase 2 & 1B, Brgy. Burgos, Montalban, Rizal

WITNESS MY HAND AND SEAL this 19 day of JAN 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 7
Page No. 3
Book No. 1
Series 20 24

NOTARY PUBLIC
 ATTY. MARIA SALVE C. RUBAYA-ATAYES
 Notarial Commission Appt. No. 26-25/Antipolo, City
 Attorney's Roll No. 58770
 IBP Lifetime Roll No. 09017/ISM Chapter
 NACLE Compliance No. VU 02-1130/Ann. 6, 2023
 PSR No. 25028657A/ JAN. 5, 2024/ Rizal

[Handwritten signatures]

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

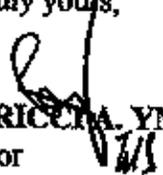
Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to **JRD-D2 ENTERPRISES** that work may proceed on the **Asphalt Overlaying at Brgy. San Juan, Baras, Rizal, Brgy. Bayugo, JalaJala, Rizal, Brgy. San Juan & Brgy. San Pedro, Morong, Rizal and Brgy. Mag-Ampon, Brgy. Kat-Bayani & Brgy. Tandang Kutyo, Tanay, Rizal** effective January 22, 2026 (Thursday).

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

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

Very truly yours,


NINA RICCI YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


PORFIRIO P. MINA

NTP 12122025#8

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

— and —

JRD-D² ENTERPRISES, 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 **Tanay, Rizal**, and herein represented by its Proprietor/President/General Manager, **PORFIRIO MINA**, of legal age, Filipino citizen, single/married and a resident of **Tanay, Rizal**, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Asphalt Overlaying at Brgy. San Juan, Baras, Rizal, Brgy. Bayugo, Jalajala, Rizal, Brgy. San Juan & Brgy. San Pedro, Morong, Rizal and Brgy. Kat-Bayani and Brgy. Tandang Kutyo, Tanay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Three Million Nine Hundred Eighteen Thousand Eight Hundred Ninety-Seven Pesos & 56/100 (Php3,918,897.56), 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 Seventy (70) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Three Million Nine Hundred Eighteen Thousand Eight Hundred Ninety-Seven Pesos & 56/100 (Php3,918,897.56)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Million One Hundred Seventy-Five Thousand Six Hundred Sixty-Nine Pesos & 27/100 (Php1,175,669.27)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

Handwritten signatures and initials on the left margin, including a large signature and the initials 'mdm' at the bottom.

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 1st JAN day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

JRD-D² ENTERPRISES

Entity/Firm/Corporation

By:

By:


NINA RICCA YNARES
Provincial Governor


PORFIRIO MINA
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>PORFIRIO MINA</u>	<u>TIN No. 154-422-889</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Asphalt Overlaying at Brgy. San Juan, Baras, Rizal, Brgy. Bayugo, Jalajala, Rizal, Brgy. San Juan & Brgy. San Pedro, Morong, Rizal and Brgy. Kat-Bayani and Brgy. Tandang Kutyo, Tanay, Rizal

WITNESS MY HAND AND SEAL this 19 JAN 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

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Page No. 3
Book No. 1
Series 20 24

NOTARY PUBLIC
ATTY. MARIA SALVEZ, RUBAYA-
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 50120
IBP Lifetime Roll No. 09017/AM Chapter
MCLE Compliance No. 111 1117 Notary, 2021
FPD No. 25028667A, JAN. 5, 2020/2021





Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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 Drainage Canal of Road at Purok III, Brgy. Bombong, Binangonan, Rizal** effective **January 22, 2026 (Thursday)**.

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:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS

NTP 12122025#9

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, 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 and a resident of Binangonan, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Construction of Drainage Canal of Road at Purok III, Brgy. Bombong, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of One Million One Hundred Sixty-Eight Thousand Eight Hundred One Pesos & 44/100 (Php1,168,801.44), 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 Seventy (70) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- 
- 
- 
- 
- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **One Million One Hundred Sixty-Eight Thousand Eight Hundred One Pesos & 44/100 (Php1,168,801.44)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Three Hundred Fifty Thousand Six Hundred Forty Pesos & 43/100 (Php350,640.43)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders; extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR.;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

[Handwritten signatures and initials on the left margin]

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 11th day of July 2025 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

KIT UBIADAS CONSTRUCTION CORPORATION

Entity/Firm/Corporation

By:

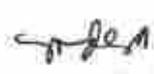
By:


NINA RICCI A. YNARES
Provincial Governor


EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>EDGARDO M. UBIADAS</u>	<u>TIN No. 008-410-689</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Construction of Drainage Canal of Road at Purok III, Brgy. Bombong, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 16 day of JAN 2026, at Rizal Provincial Capitol, Antipolo City.

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Page No. 3
Book No. 1
Series 20 24

NOTARY PUBLIC

[Signature]
 ATTY. MARIA SALVE C. RUBAYA-ARANGIS
 Notarial Commission Appt. No. 26-25/Antipolo, City
 Attorney's Roll No. 51120
 IBP Lifetime Roll No. 99017/19M Computer
 MCEE Compliance No. VII 2018-10/Aug 6, 2021
 PTR No. 25087667A, JAN. 5, 2016/ Rizal

[Signature]
[Signature]
[Signature]
[Signature]



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

MR. PAOLO OLIVER D. AQUINO
DIAZ AQUINO CONST. CORP.
Binangonan, Rizal

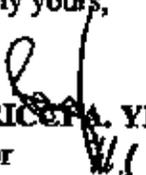
Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to **DIAZ AQUINO CONST. CORP.** that work may proceed on the **Improvement of FMR St. (Road B), Brgy. Macamot, Binangonan, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,

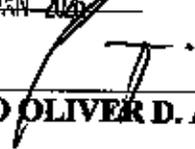

NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


PAOLO OLIVER D. AQUINO

NTP 12122025#10

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 10

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

– and –

DIAZ AQUINO 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, **PAOLO OLIVER D. AQUINO**, of legal age, Filipino citizen, single/married and a resident of Binangonan, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Improvement of FMR St. (Road B), Brgy. Macamot, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Seven Hundred Twelve Thousand Four Hundred Seventy-Nine Pesos & 63/100 (Php712,479.63), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Seven Hundred Twelve Thousand Four Hundred Seventy-Nine Pesos & 63/100 (Php712,479.63)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Two Hundred Thirteen Thousand Seven Hundred Forty-Three Pesos & 89/100 (Php213,743.89)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 10 day of JULY 2026
at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT **DIAZ AQUINO CONSTRUCTION CORPORATION**
Entity/Firm/Corporation

By:

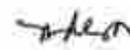
By:


NINA RICCI A. YNARES
Provincial Governor


PAOLO OLIVER D. AQUINO
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>PAOLO OLIVER D. AQUINO</u>	<u>TIN No. 010-084-780</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Improvement of FMR St. (Road B), Brgy. Macamot, Binangonan, Rizal

19 JAN 2026

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

Doc No. 10
Page No. 3
Book No. 1
Series 20 24

NOTARY PUBLIC

[Signature]
MRS. MARIA SALVE C. RUBAYA-ACANES
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 54720
IBP Lifetime Roll No. 090477 SM Chapter
MCLE Compliance No. Val 024170/Avg 0, 2024
PTR No. 25088667A, JAN. 5, 2016/ Rizal

[Handwritten signatures]



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

MR. BIEN ANTHONY L. BAUTISTA
BETH & BERON CONSTRUCTION
Binangonan, Rizal

Dear Mr. Bautista:

The attached Contract Agreement having been approved, notice is hereby given to **BETH & BERON CONSTRUCTION** that work may proceed on the **Construction of Drainage System with Concrete Pavement and Side Protection of J. Antiporda St., Brgy. Lunsad, Binangonan, Rizal** effective **January 22, 2026 (Thursday)**.

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:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


BIEN ANTHONY L. BAUTISTA

NTP 12122025#11

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

– and –

BETH & BERON 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, **BIEN ANTHONY I. BAUTISTA**, of legal age, Filipino citizen, single/married and a resident of Binangonan, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 26, s. 2025 namely:

Construction of Drainage System with Concrete Pavement and Side Protection of J. Antiporda St., Brgy. Lunsad, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Three Million Three Hundred Seven Thousand Nine Pesos & 64/100 (Php3,307,009.64), 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 One Hundred (100) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Three Million Three Hundred Seven Thousand Nine Pesos & 64/100 (Php3,307,009.64)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Nine Hundred Ninety-Two Thousand One Hundred Two Pesos & 89/100 (Php992,102.89)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

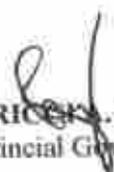
IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19th day of July, 2016 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

BETH & BERON CONSTRUCTION
Entity/Firm/Corporation

By:

By:


NINA RICCI YNARES
Provincial Governor


BIEN ANTHONY I. BAUTISTA
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>BIEN ANTHONY L. BAUTISTA</u>	<u>TIN No. 264-212-341</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Construction of Drainage System with Concrete Pavement and Side Protection of J. Antiporda St., Brgy. Lunsad, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 14 day 2025, at Rizal Provincial Capitol, Antipolo City.

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Book No. 1
Series 20 24

Notary Public
ATTY. MARIA SALVE L. ROBAYA-A. D.M.N. 25
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55020
IBP Lifetime Roll No. 25,771-4 Chapter
MCLC Compliance No. Via 0011613/A - 5, 2021
P.R. No. 2508567A, JAN. 5, 2024/ Rizal

[Handwritten signatures and initials]



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

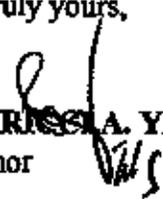
Dear Mr. Ubiadas:

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 Mabuhay Homes** **2000 Elem. School, Brgy. Pantok, Binangonan, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,


NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


EDGARDO M. UBIADAS

NTP 12122025#12

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 12

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan **Appropriation Ordinance No. 36, series of 2024**, 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 and a resident of **Binangonan, Rizal**, hereinafter referred to as the "**CONTRACTOR**."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **RPSB Res. No. 5, s. 2025** namely:

Repair/Repainting of Ynares School Bldgs. at Mabuhay Homes 2000 Elementary School, Brgy. Pantok, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **December 12, 2025**, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of **Three Million Four Hundred Forty-Five Thousand Five Hundred Forty-Seven Pesos & 46/100 (Php3,445,547.46)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Eighty (80)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Three Million Four Hundred Forty-Five Thousand Five Hundred Forty-Seven Pesos & 46/100 (Php3,445,547.46), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of One Million Thirty-Three Thousand Six Hundred Sixty-Four Pesos & 24/100 (Php1,033,664.24) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 17 day of JAN 2020 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

KIT UBIADAS CONSTRUCTION CORPORATION

Entity/Firm/Corporation

By:

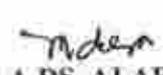
By:


NINA RICCI YNARES
Provincial Governor


EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>EDGARDO M. UBIADAS</u>	<u>TIN No. 008-410-689</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Repair/Repainting of Ynares School Bldgs. at Mabuhay Homes 2000 Elementary School, Brgy. Pantok, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 13 JAN 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

Doc No. 12
Page No. 4
Book No. 1
Series 20 24

NOTARY PUBLIC

[Signature]
ATTY. MARIA SALVE C. RUBAYA-ATAWES
Notarial Commission Appt. No. 25-25/Antipolo, City
Attorney's Roll No. 55370
ISF Lifetime Roll No. 29077 / Chapter
MCE Compliance No. Y100011910/A - 5, 2021
PTR No. 25028667A / JAN. 5, 2020 / Rizal

[Handwritten marks]

[Handwritten marks]



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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 School Bldgs. at Catalino D. Salazar National High School, Brgy. Subay, Cardona, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,

NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS

NTP 12122025#13

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 13

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, 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 and a resident of Binangonan, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 5, s. 2025 namely:

Repair/Repainting of School Bldgs. at Catalino D. Salazar National High School, Brgy. Subay, Cardona, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Three Million One Hundred Fourteen Thousand Five Hundred Seventy-Nine Pesos & 64/100 (Php3,114,579.64), 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 One Hundred Ten (110) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Three Million One Hundred Fourteen Thousand Five Hundred Seventy-Nine Pesos & 64/100 (Php3,114,579.64)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Nine Hundred Thirty-Four Thousand Three Hundred Seventy-Three Pesos & 89/100 (Php934,373.89)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 9 Jan 2023 of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

KIT UBIADAS CONSTRUCTION CORPORATION

Entity/Firm/Corporation

By:

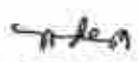
By:


NINA RICCI LYNARES
Provincial Governor


EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>EDGARDO M. UBIADAS</u>	<u>TIN No. 008-410-689</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Repair/Repainting of School Bldgs. at Catalino D. Salazar National High School, Brgy. Subay, Cardona, Rizal

19 JAN 2026

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

Doc No. 13
Page No. 4
Book No. 1
Series 20 20

NOTARY PUBLIC

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ATTY. MARIA SALVE C. RUBAYA-AYAN
 Notarial Commission Appt. No. 25-25/Antipolo, City
 Attorney's Reg. No. 50000
 IBP Lifetime Roll No. 9071-AM Chapter
 MCLE Compliance No. 111-2014-5, 2021
 TIN No. 25080567A / JAN. 5, 2016 / Rizal

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

MR. JUAN PAOLO MIGUEL E. MANLAPIT
L. EUSEBIO ACE DEV'T CORP.
Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to
L. EUSEBIO ACE DEV'T CORP. that work may proceed on the
Upgrading of Electrical Wiring System of Cardona
Senior High School, Brgy. Dalig, Cardona, Rizal
effective **January 22, 2026 (Thursday)**.

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:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


JUAN PAOLO MIGUEL E. MANLAPIT

NTP 12122025#14

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 14

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

L. EUSEBIO ACE DEVELOPMENT CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Pasig City**, and herein represented by its Proprietor/President/General Manager, **JUAN PAULO MIGUEL E. MANLAPIT**, of legal age, Filipino citizen, single/married and a resident of **Pasig City**, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

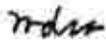
WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Upgrading of Electrical Wiring System of Cardona Senior High School, Brgy. Dalig, Cardona, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Eight Hundred Seventy Thousand Eight Hundred Ninety-Seven Pesos & 68/100 (Php870,897.68), 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 Thirty-Six (36) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- 
- 
- 
- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Eight Hundred Seventy Thousand Eight Hundred Ninety-Seven Pesos & 68/100 (Php870,897.68)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Two Hundred Sixty-One Thousand Two Hundred Sixty-Nine Pesos & 30/100 (Php261,269.30)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

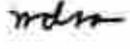
10. The CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly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

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

 12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

 15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 11th day of Jan 2020 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

L. EUSEBIO ACE DEVELOPMENT CORPORATION
Entity/Firm/Corporation

By:

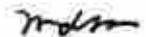
By:


NINA RICCI YNARES
Provincial Governor


JUAN PAULO MIGUEL E. MANLAPIT
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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 RICCIA. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
<u>JUAN PAULO MIGUEL E. MANLAPIT</u>	<u>TIN No. 000-159-917</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Upgrading of Electrical Wiring System of Cardona Senior High School, Brgy. Dalig, Cardona, Rizal

WITNESS MY HAND AND SEAL this 19 day 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 19
Page No. 4
Book No. 1
Series 20 24.

Notary Public

ATTY. MARIA SALVÉ C. RUBAYA-ACAMADOS
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 14047/15M Chapter
MCE Compliance No. VII. 2011430/A. 6, 2021
PTR No. 25088667A, JAN. 5, 2024/ Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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 Road at Sitio Bagong Silang, Brgy. Bagumbong, JalaJala, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,

NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


GERALD KENN SJ. BILOG

NTP 12122025#15

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 15

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, 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 and a resident of **Morong, Rizal**, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Concreting of Road at Sitio Bagong Silang, Brgy. Bagumbong, Jalajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of One Million Seventy-Two Thousand Five Hundred Ninety-Seven Pesos & 54/100 (Php1,072,597.54), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **One Million Seventy-Two Thousand Five Hundred Ninety-Seven Pesos & 54/100 (Php1,072,597.54)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Three Hundred Twenty-One Thousand Seven Hundred Seventy-Nine Pesos & 26/100 (Php321,779.26)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the imperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract; all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19th day of June, 2025 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

GKB BUILDERS
Entity/Firm/Corporation

By:

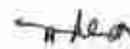
By:


NINA RICCIO YNARES
Provincial Governor


GERALD GLENN S.J. BILOG
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA D.S. ALARCON

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	DFA Manila
<u>GERALD KENN S.J. BILOG</u>	<u>TIN No. 196-519-323</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Concreting of Road at Sitio Bagong Silang, Brgy. Bagumbong, Jalajala, Rizal

WITNESS MY HAND AND SEAL this 13 Jan, 2028, at Rizal Provincial Capitol, Antipolo City:

Doc No. 15
Page No. 4
Book No. 1
Series 20 24

NOTARY PUBLIC

[Signature]
ATTY. MARIA SALVE C. ROBAYA-ATAVA JS
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 2907/17Y Chapter
MCLE Compliance No. VAL0211430/AY 1, 2026
PTR No. 2508867A, JAN. 9, 2020/ Rizal

bb
[Signature]
[Signature]
[Signature]



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

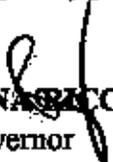
Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the **Improvement of Creek at Purok 1, Brgy. Bayugo, JalaJala, Rizal** effective **January 22, 2026 (Thursday)**.

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,


NINAY RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:



Name of the Representative of the Bidder:

EDGARDO M. UBIADAS

NTP 12122025#16

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 16

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, 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 and a resident of Binangonan, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Improvement of Creek at Purok 1, Brgy. Bayugo, Jalajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Nine Hundred Eighty-Six Thousand One Hundred Thirty-Seven Pesos & 50/100 (Php986,137.50), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Nine Hundred Eighty-Six Thousand One Hundred Thirty-Seven Pesos & 50/100 (Php986,137.50), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Pambalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of Two Hundred Ninety-Five Thousand Eight Hundred Forty-One Pesos & 25/100 (Php295,841.25) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19 th day of July 2015 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT **KIT UBIADAS CONSTRUCTION CORPORATION**
Entity/Firm/Corporation

By:


NINA RICCA YNARES
Provincial Governor

By:


EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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 RICCIA. YNARES	Passport No. P7689056B	September 24, 2021	DFA Manila
<u>EDGARDO M. UBIADAS</u>	<u>TIN No. 008-410-689</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Improvement of Creek at Purok 1, Brgy. Bayugo, Jalajala, Rizal

WITNESS MY HAND AND SEAL this 19 day of May, 2021, at Rizal Provincial Capitol, Antipolo City.

Doc No. 16
Page No. 5
Book No. 1
Series 20 24

NOTARY PUBLIC
ATTY. MARIA SALVE C. ROBAYA-ADRIANO
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 00007/Kal. Chapter
MCLE Compliance No. VID-20210714-6, 2021
PTR No. 0078567A, JAN. 5, 2020/ Rizal

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

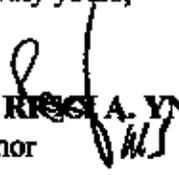
Dear Mr. Rivera:

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 and Ynares School Bldg.** at Brgy. Lubo, JalaJala, Rizal and Brgy. Niogan, Pililla, Rizal effective January 22, 2026 (Thursday).

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,

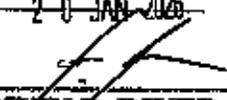

NINA RIOS A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


EDWIN B. RIVERA

NTP 12122025#17

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 17

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan **Appropriation Ordinance No. 36, series of 2024**, herein referred to as the "PROVINCE."

– and –

YAKALER 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 **Morong, Rizal**, and herein represented by its Proprietor/President/General Manager, **EDWIN B. RIVERA**, of legal age, Filipino citizen, single/married and a resident of **Morong, Rizal**, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

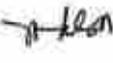
WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **32, s. 2025/RPSB Res. No. 5, s. 2025** namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court and Ynares School Bldgs. at Brgy. Lubo, Jalajala, Rizal and Brgy. Niogan, Pililla, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **December 12, 2025**, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of **Five Million Sixty-Eight Thousand Nine Hundred Twenty-Five Pesos & 61/100 (Php5,068,925.61)**, 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 **One Hundred Twenty (120)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- 
- 
- 
- 
- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Five Million Sixty-Eight Thousand Nine Hundred Twenty-Five Pesos & 61/100 (Php5,068,925.61), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of One Million Five Hundred Twenty Thousand Six Hundred Seventy-Seven Pesos & 68/100 (Php1,520,677.68) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;



16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 1st JAN 2016 of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

YAKALER CONSTRUCTION & SUPPLIES
Entity/Firm/Corporation

By:

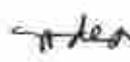
By:


NINA RICCI M. YNARES
Provincial Governor


EDWIN B. RIVERA
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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 RICCIA. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
<u>EDWIN B. RIVERA</u>	<u>TIN No. 428-018-900</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Repair/Repainting of Ynares Multi-Purpose Covered Court and Ynares School Bldgs. at Brgy. Lubo, Jalajala, Rizal and Brgy. Niogan, Pililla, Rizal

WITNESS MY HAND AND SEAL this 14th day of May 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 17
Page No. 5
Book No. 1
Series 20 24


 ATTY. MARIA FAIVE CRUZ
 Notarial Commission Appt. No. 26-25/Antipolo, City
 Attorney's Roll No. 55320
 IBP Lifetime Roll No. 44-17/Chapter
 MCE Compliance No. VIII-0114-01-06, 2021
 PTA No. 2508667A, JAN. 5, 2024/Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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 Brgy. Dulumbayan, Teresa, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,


NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


EDWIN B. RIVERA

NTP 12122025#18

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan **Appropriation Ordinance No. 36, series of 2024**, herein referred to as the "PROVINCE."

- and -

YAKALER 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 **Morong, Rizal**, and herein represented by its Proprietor/President/General Manager, **EDWIN B. RIVERA**, of legal age, Filipino citizen, single/married and a resident of **Morong, Rizal**, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **32, s. 2025** namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Dulumbayan, Teresa, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **December 12, 2025**, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of **One Million Nine Hundred Sixty-Nine Thousand Eight Pesos & 67/100 (Php1,969,008.67)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Sixty (60)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of One Million Nine Hundred Sixty-Nine Thousand Eight Pesos & 67/100 (Php1,969,008.67), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of Five Hundred Ninety Thousand Seven Hundred Two Pesos & 60/100 (Php590,702.60) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 10 JAN 2026 day of _____ at Antipolo City.

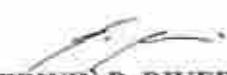
RIZAL PROVINCIAL GOVERNMENT

YAKALER CONSTRUCTION & SUPPLIES
Entity/Firm/Corporation

By:

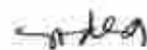
By:


NINA RICCI A. YNARES
Provincial Governor


EDWIN B. RIVERA
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>EDWIN B. RIVERA</u>	<u>TIN No. 428-018-900</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Dulumbayan, Teresa, Rizal

WITNESS MY HAND AND SEAL this 19 day of JAN, 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 16
Page No. 5
Book No. 1
Series 2024.

ATTY. MARIA SALVEDO RUBRICA
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IEP Lifetime Roll No. 25-7/R/Chapter
MCS Compliance No. VIII-0111-119-6, 2024
* No. 25098567A, JAN. 5, 2024/ Rizal.

[Handwritten signature]

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

MR. PAOLO OLIVER D. AQUINO
DIAZ AQUINO CONST. CORP.
Binangonan, Rizal

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to **DIAZ AQUINO CONST. CORP.** that work may proceed on the **Concreting of J. Luna St. Extn., Brgy. Lubo, JalaJala, Rizal** effective **January 22, 2026 (Thursday)**.

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 AYNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


PAOLO OLIVER D. AQUINO

NTP 12122025#19

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

19

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan **Appropriation Ordinance No. 36, series of 2024**, herein referred to as the "**PROVINCE**."

- and -

DIAZ AQUINO 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, **PAOLO OLIVER D. AQUINO**, of legal age, Filipino citizen, single/married and a resident of **Binangonan, Rizal**, hereinafter referred to as the "**CONTRACTOR**."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **32, s. 2025** namely:

Concreting of J. Luna St. Extn., Brgy. Lubo, Jalajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **December 12, 2025**, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of **One Million Eighty-Five Thousand Three Hundred Fifty-Seven Pesos & 57/100 (Php1,085,357.57)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Sixty (60)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;



- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of One Million Eighty-Five Thousand Three Hundred Fifty-Seven Pesos & 57/100 (Php1,085,357.57), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of Three Hundred Twenty-Five Thousand Six Hundred Seven Pesos & 27/100 (Php325,607.27) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 1st JAN 2026 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT **DIAZ AQUINO CONSTRUCTION CORPORATION**
Entity/Firm/Corporation

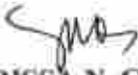
By:

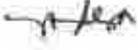

NINA RICCI YNARES
Provincial Governor

By:


PAOLO OLIVER D. AQUINO
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>PAOLO OLIVER D. AQUINO</u>	<u>TIN No. 010-084-780</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Concreting of J. Luna St. Extn., Brgy. Lubo, Jalajala, Rizal

WITNESS MY HAND AND SEAL this 19 day of July, 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 19
Page No. 5
Book No. 1
Series 20 26

NOTARY PUBLIC

ATTY. MARIA SALVE O. RUBAYA
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 26-27/Rizal Chapter
MCLE Compliance No. VIII-00116-174 - 5, 2024
PTR No. 25088667A, JAN. 3, 2026, Rizal

[Handwritten signatures and initials on the left margin]



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

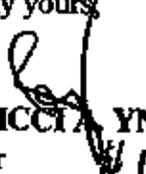
Dear Mr. Rivera:

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 1-Storey 4-Rooms Ynares School Bldg. at JalaJala Elem. School, Brgy. Special District, JalaJala, Rizal** effective **January 22, 2026 (Thursday)**.

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,

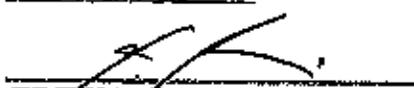

NINA RICCIA YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


EDWIN B. RIVERA

NTP 12122025#20

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

20

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

— and —

YAKALER 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 **Morong, Rizal**, and herein represented by its Proprietor/President/General Manager, **EDWIN B. RIVERA**, of legal age, Filipino citizen, single/married and a resident of **Morong, Rizal**, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

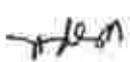
WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 5, s. 2025 namely:

Repair/Repainting of 1-Storey 4-Rooms Ynares School Bldg. at Jalajala Elementary School, Brgy. Special District, Jalajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Two Million Four Hundred Thirty-Six Thousand One Hundred Eighty-Nine Pesos & 43/100 (Php2,436,189.43), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- 
- 
- 
- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conformance thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Two Million Four Hundred Thirty-Six Thousand One Hundred Eighty-Nine Pesos & 43/100 (Php2,436,189.43), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of Seven Hundred Thirty Thousand Eight Hundred Fifty-Six Pesos & 83/100 (Php730,856.83) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 9 th day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

YAKALER CONSTRUCTION & SUPPLIES
Entity/Firm/Corporation.

By:

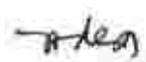
By:


NINA RICCI YNARES
Provincial Governor


EDWIN B. RIVERA
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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 RICCIA. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
<u>EDWIN B. RIVERA</u>	<u>TIN No. 428-018-900</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Repair/Repainting of 1-Storey 4-Rooms Ynares School Bldg. at Jalajala Elementary School, Brgy. Special District, Jalajala, Rizal

WITNESS MY HAND AND SEAL this 19 JAN 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

Doc No. 20
Page No. 5
Book No. 1
Series 20 74.

NOTARY PUBLIC
ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 1947/Chapter
MCLE Compliance No. VIII-00119-27A 6, 2021
PTR No. 25098667A, JAN. 5, 2026/ Rizal

[Handwritten signatures]





Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

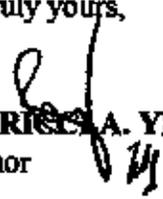
Dear Mr. Rivera:

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 Senior High School Bldg. at Pili National High School-Senior High School, Brgy. Bagumbayan, Pili, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,

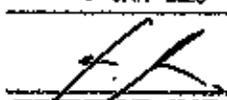

NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


EDWIN B. RIVERA

NTP 12122025#21

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 21

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

YAKALER 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 Morong, Rizal, and herein represented by its Proprietor/President/General Manager, **EDWIN B. RIVERA**, of legal age, Filipino citizen, single/married and a resident of Morong, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 5, s. 2025 namely:

**Repair/Repainting of Senior High School Bldg. at Pililla National High School-
Senior High School, Brgy. Bagumbayan, Pililla, Rizal**

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Four Million Three Hundred Twenty-Six Thousand Seven Hundred Fifty-Nine Pesos & 87/100 (Php4,326,759.87), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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- 
- 
- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security;

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Four Million Three Hundred Twenty-Six Thousand Seven Hundred Fifty-Nine Pesos & 87/100 (Php4,326,759.87)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Million Two Hundred Ninety-Eight Thousand Twenty-Seven Pesos & 96/100 (Php1,298,027.96)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

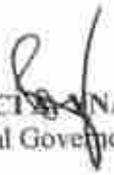
IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19 day of July, 2023
at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

YAKALER CONSTRUCTION & SUPPLIES
Entity/Firm/Corporation

By:

By:


NINA RICCI NARES
Provincial Governor


EDWIN B. RIVERA
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>EDWIN B. RIVERA</u>	<u>TIN No. 428-018-900</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

**Repair/Repainting of Senior High School Bldg. at Pililla National High School-
Senior High School, Brgy. Bagumbayan, Pililla, Rizal**

19 JULY 2025

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

Doc No. 21
Page No. 4
Book No. 1
Series 20 24

Maria Sane
ATTY. MARIA SANE CRUZ DAYA, J.C. 1, JS
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 86047/BSM Chapter
MCLE Compliance No. VIII-0011420/JULY 6, 2021
PTR No. 35388567A, JAN. 5, 2025/ Rizal

Ref

[Handwritten signature]

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

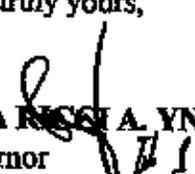
Dear Mr. Rivera:

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 3-Units, 2-Storey, 6-Rooms Ynares School Bldgs. At Virgilio B. Melendres Mem. Elem. School, Brgy. Takungan, Pitilla, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,

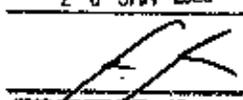

NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


EDWIN B. RIVERA

NTP 12122025#22

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 22

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

YAKALER 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 Morong, Rizal, and herein represented by its Proprietor/President/General Manager, **EDWIN B. RIVERA**, of legal age, Filipino citizen, single/married and a resident of Morong, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

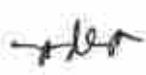
WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 5, s. 2025 namely:

**Repair/Repainting of 3 Units, 2-Storey, 6 Rooms Ynares School Bldgs. at
Virgilio B. Melendres Memorial Elem. School, Brgy. Takungan, Pililla, Rizal**

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Six Million Four Hundred Forty-Four Thousand Seven Hundred Twenty-Eight Pesos & 83/100 (Php6,444,728.83), 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 One Hundred Thirty-Six (136) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- 
- 
- 
- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Six Million Four Hundred Forty-Four Thousand Seven Hundred Twenty-Eight Pesos & 83/100 (Php6,444,728.83), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of One Million Nine Hundred Thirty-Three Thousand Four Hundred Eighteen Pesos & 65/100 (Php1,933,418.65) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 15th day of JUNE 2005 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

YAKALER CONSTRUCTION & SUPPLIES
Entity/Firm/Corporation

By:

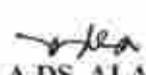
By:


NINA RICCI YNARES
Provincial Governor


EDWIN B. RIVERA
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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, 2021	DFA Manila
<u>EDWIN B. RIVERA</u>	<u>TIN No. 428-018-900</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Repair/Repainting of 3 Units, 2-Storey, 6 Rooms Ynares School Bldgs. at Virgilio B. Melendres Memorial Elem. School, Brgy. Takungan, Pililla, Rizal

WITNESS MY HAND AND SEAL this 19 day of SEP, 2021, at Rizal Provincial Capitol, Antipolo City.

Doc No. 37
Page No. 4
Book No. 1
Series 20 24

NOTARY PUBLIC

ATTY. MARIA SALVE C. RUBAYA - ATTY. 35
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 00647/R11 Chapter
MCLE Compliance No. VIII-00114, 5, 2021
ATT No. 25088567A, JAN. 5, 2026/ Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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 School Bldgs. at Mamuyao Elem. School, Brgy. Mamuyao, Tanay, Rizal** effective **January 22, 2026 (Thursday)**.

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,

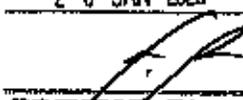

NINA RICCIA. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


EDWIN B. RIVERA

NTP 12122025#23

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 23

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

YAKALER 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 Morong, Rizal, and herein represented by its Proprietor/President/General Manager, **EDWIN B. RIVERA**, of legal age, Filipino citizen, single/married and a resident of Morong, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 5, s. 2025 namely:

**Repair/Repainting of Ynares School Bldgs. at Mamuyao Elementary School,
Brgy. Mamuyao, Tanay, Rizal**

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Two Million Seven Hundred Eighteen Thousand Three Hundred Eighty-Five Pesos & 24/100 (Php2,718,385.24), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- 
- 
- 
- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Two Million Seven Hundred Eighteen Thousand Three Hundred Eighty-Five Pesos & 24/100 (Php2,718,385.24) Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of Eight Hundred Fifteen Thousand Five Hundred Fifteen Pesos & 57/100 (Php815,515.57) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19 day of April, 2025 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

YAKALER CONSTRUCTION & SUPPLIES
Entity/Firm/Corporation

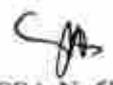
By:

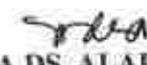
By:


NINA RICCI A. YNARES
Provincial Governor


EDWIN B. RIVERA
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>EDWIN B. RIVERA</u>	<u>TIN No. 428-018-900</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

**Repair/Repainting of Ynares School Bldgs. at Mamuyao Elementary School,
Brgy. Mamuyao, Tanay, Rizal**

19 JAN 2025

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

Doc No. 23
Page No. 4
Book No. 1
Series 20 24

[Signature]
NOTARY PUBLIC
 ATTY. MARIA SALVADOR BUBAYA
 Notarial Commission Appt. No. 26-25/Antipolo, City
 Attorney's Roll No. 55320
 PRC Lifetime Roll No. 01047/R Chapter
 Compliance No. VIII-00114 (July 6, 2021)
 (Rizal, Philippines) (JAN. 5, 2026/ R. ca)

[Handwritten signature]

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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 School Bldgs. at** **at Abuyod Elem. School, Sitio Abuyod, Brgy. Dalig, Teresa, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,

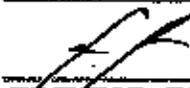
NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


EDWIN B. RIVERA

NTP 12122025#24

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 24

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

YAKALER 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 Morong, Rizal, and herein represented by its Proprietor/President/General Manager, **EDWIN B. RIVERA**, of legal age, Filipino citizen, single/married and a resident of Morong, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

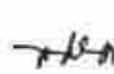
WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 5, s. 2025 namely:

**Repair/Repainting of Ynares School Bldgs. at Abuyod Elementary School,
Sitio Abuyod, Brgy. Dalig, Teresa, Rizal**

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Four Million Six Hundred Ninety-Five Thousand Four Hundred Ninety-Seven Pesos & 24/100 (Php4,695,497.24), 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 Ninety (90) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- 
- 
- 
- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Four Million Six Hundred Ninety-Five Thousand Four Hundred Ninety-Seven Pesos & 24/100 (Php4,695,497.24), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of One Million Four Hundred Eight Thousand Six Hundred Forty-Nine Pesos & 17/100 (Php1,408,649.17) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court, and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19 ^{July} day of 2025 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

YAKALER CONSTRUCTION & SUPPLIES
Entity/Firm/Corporation

By:

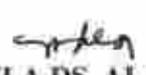
By:


NINA RICCIA YNARES
Provincial Governor


EDWIN B. RIVERA
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>EDWIN B. RIVERA</u>	<u>TIN No. 428-018-900</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

**Repair/Repainting of Ynares School Bldgs. at Abuyod Elementary School,
Sitio Abuyod, Brgy. Dalig, Teresa, Rizal**

1st JAN 2026

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

Doc. No. 24
Page No. 4
Book No. 1
Series 2024

NOTARY PUBLIC
ATTY. MARIA SALVE CRUBAYA-ADAMS
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55920
IBP Lifetime Rbl No. 00047/K Chapter
MCLE Compliance No. VIII-00114, Aug 6, 2021
PTR No. 35089667A, JAN. 3, 2026/ Rizal

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

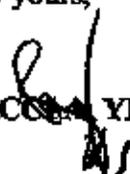
Dear Mr. Rivera:

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 2-Storey Ynares Multi-Purpose Bldg. at Brgy. Plaza Aldea, Tanay, Rizal** effective **January 22, 2026 (Thursday)**.

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,

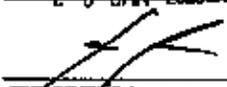

NINA RICCIO YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


EDWIN B. RIVERA

NTP 12122025#25

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 25

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

YAKALER 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 Morong, Rizal, and herein represented by its Proprietor/President/General Manager, **EDWIN B. RIVERA**, of legal age, Filipino citizen, single/married and a resident of Morong, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

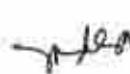
WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Repair/Repainting of 2-Storey Ynares Multi-Purpose Bldg. at Brgy. Plaza Aldea, Tanay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of One Million Four Hundred Forty-Six Thousand Three Hundred Ninety-Seven Pesos & 07/100 (Php1,446,397.07), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- 
- 
- 
- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of One Million Four Hundred Forty-Six Thousand Three Hundred Ninety-Seven Pesos & 07/100 (Php1,446,397.07), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of Four Hundred Thirty-Three Thousand Nine Hundred Nineteen Pesos & 12/100 (Php433,919.12) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time; Liquidated Damages; Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court, and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 15 Monday of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

YAKALER CONSTRUCTION & SUPPLIES
Entity/Firm/Corporation

By:

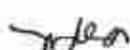
By:


NINA RICCI YNARES
Provincial Governor


EDWIN B. RIVERA
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>EDWIN B. RIVERA</u>	<u>TIN No. 428-018-900</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Repair/Repainting of 2-Storey Ynares Multi-Purpose Bldg. at Brgy. Plaza Aldea, Tanay, Rizal

10 JAN 2026

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

Doc No. 28
Page No. 4
Book No. 1
Series 20 24

NOTARY PUBLIC
 ATTY. MARIA SALVEZ RUBAYA-ALAMOS
 Notarial Commission Appt. No. 26-25/Antipolo, City
 Attorney's Roll No. 55320
 IBP Lifetime Roll No. 02247/Rizal Chapter
 MCE Compliance No. VIII-001400, Aug. 0, 2021
 PTR No. 25098667A, JAN. 5, 2025/ Rizal

[Handwritten signatures]



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

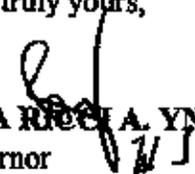
Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to
CSGER CONSTRUCTION CORP. that work may proceed on the
Construction of Children's Playground at
Southville 8A, Block 28, Brgy. San Isidro, Montalban, Rizal
effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,

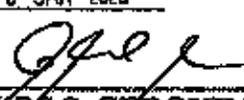

NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


CARLOS S. GERONIMO

NTP 12122025#26

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 26

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan **Appropriation Ordinance No. 36, series of 2024**, herein referred to as the "PROVINCE."

- and -

CSGER 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 **Montalban, Rizal**, and herein represented by its Proprietor/President/General Manager, **CARLOS GERONIMO**, of legal age, Filipino citizen, single/married and a resident of **Montalban, Rizal**, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **32, s. 2025** namely:

Construction of Children's Playground at Southville 8A, Block 28, Brgy. San Isidro, Montalban, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **December 12, 2025**, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of **Five Hundred Eighty-One Thousand Four Hundred Sixty-Seven Pesos & 15/100 (Php581,467.15)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Sixty (60)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Five Hundred Eighty-One Thousand Four Hundred Sixty-Seven Pesos & 15/100 (Php581,467.15)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Hundred Seventy-Four Thousand Four Hundred Forty Pesos & 15/100 (Php174,440.15)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 17 JAN 2006 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

CSGER CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

By:


NINA RICCI A. YNARES
Provincial Governor


CARLOS GERONIMO
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>CARLOS GERONIMO</u>	<u>TIN No. 009-082-732</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Construction of Children's Playground at Southville 8A, Block 28, Brgy. San Isidro, Montalban, Rizal

WITNESS MY HAND AND SEAL this 10 day of JAN 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 26
Page No. 7
Book No. 1
Series 20 20

ATTY. MARIA SALVE C. RUBAYA ADANOS
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 09047/RSM Chapter
MCLC Compliance No. VIII-0011430/Aug. 6, 2021
PTR No. 25088667A, JAN. 5, 2026/ Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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 of 2-Storey Ynares Multi-Purpose Bldg. at Southville 8B Phase 1, Brgy. San Isidro, Montalban, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,

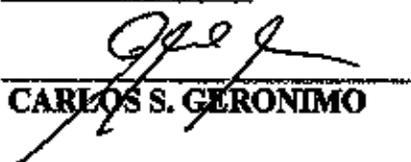
NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


CARLOS S. GERONIMO

NTP 12122025#27

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 27

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

CSGER 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 Montalban, Rizal, and herein represented by its Proprietor/President/General Manager, CARLOS GERONIMO, of legal age, Filipino citizen, single/married and a resident of Montalban, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Construction of 2-Storey Ynares Multi-Purpose Bldg. at Southville 8B Phase 1, Brgy. San Isidro, Montalban, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Five Million Two Hundred One Thousand Seven Hundred Ninety-Eight Pesos & 64/100 (Php5,201,798.64), 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 One Hundred Sixty (160) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Five Million Two Hundred One Thousand Seven Hundred Ninety-Eight Pesos & 64/100 (Php5,201,798.64), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of One Million Five Hundred Sixty Thousand Five Hundred Thirty-Nine Pesos & 59/100 (Php1,560,539.59) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

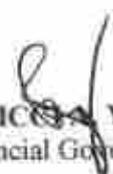
IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this JAN 20 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

CSGER CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

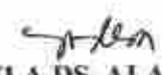
By:


NINA RICCI YNARES
Provincial Governor


CARLOS GERONIMO
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>CARLOS GERONIMO</u>	<u>TIN No. 009-082-732</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Construction of 2-Storey Ynares Multi-Purpose Bldg. at Southville 8B Phase 1, Brgy. San Isidro, Montalban, Rizal

WITNESS MY HAND AND SEAL this 10 day of JAN 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 27
Page No. 7
Book No. 1
Series 20 2r.

M. S. Rubaya-Adams
ATTY. MARIA SAWE E. RUBAYA-ADAMS
 Notarial Commission Appt. No. 24-25/Antipolo, City
 Attorney's Roll No. 55320
 IDP Lifetime Roll No. 09647/RSM Chapter
 MCLE Compliance No. VIII-0011430/Aug. 5, 2021
 PTR No. 25088667A, JAN. 5, 2026/ Rizal

9999

[Signature]

[Signature]

[Signature]



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

MR. NELSON R. PINTO
BSKP CONSTRUCTION
Morong, Rizal

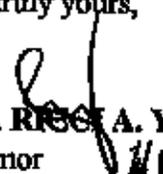
Dear Mr. Pinto:

The attached Contract Agreement having been approved, notice is hereby given to **BSKP CONSTRUCTION** that work may proceed on the **Rehabilitation of Grouted Riprap and Concreting of Road with Drainage Canal at Brgy. CCL, Morong, Rizal and Brgy. Bagumbayan, Pililla, Rizal** effective January 22, 2026 (Thursday).

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,

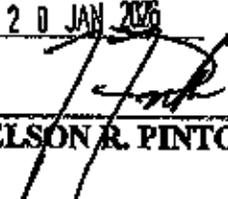

NINA ROSA A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


NELSON R. PINTO

NTP 12122025#28

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

28

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "**PROVINCE**."

- and -

BKSP 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 **Morong, Rizal**, and herein represented by its Proprietor/President/General Manager, **NELSON R. PINTO**, of legal age, Filipino citizen, single/married and a resident of **Morong, Rizal**, hereinafter referred to as the "**CONTRACTOR**."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Rehabilitation of Grouted Riprap and Concreting of Road with Drainage Canal at Brgy. CCL, Morong, Rizal and Brgy. Bagumbayan, Pililla, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of One Million Six Hundred Seventy-Four Thousand Fifty-Eight Pesos & 63/100 (Php1,674,058.63), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;



- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **One Million Six Hundred Seventy-Four Thousand Fifty-Eight Pesos & 63/100 (Php1,674,058.63)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Five Hundred Two Thousand Two Hundred Seventeen Pesos & 59/100 (Php502,217.59)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 10 ^{JAN 2026} ~~JAN 2025~~ day of JAN 2026 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

BKSP CONSTRUCTION
Entity/Firm/Corporation

By:

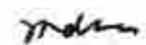
By:


NINA RICCI LYNARES
Provincial Governor


NELSON R. PINTO
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>NELSON R. PINTO</u>	<u>TIN No. 257-641-734</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Rehabilitation of Grouted Riprap and Concreting of Road with Drainage Canal at Brgy. CCL, Morong, Rizal and Brgy. Bagumbayan, Pililla, Rizal

19 JAN 2026

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

Doc No. 28
Page No. 7
Book No. 1
Series 20 24

msda
ATTY. MARIA SALVE CRUBAYA - R1741125
 Notarial Commission App. No. 26-25/Antipolo, City
 Attorney's Roll No. 55320
 IBP Lifetime Roll No. 03047/R51A Chapter
 MCLE Compliance No. VIII-0011430/Aug. 6, 2021
 PTR No. 25088667A/ JAN. 5, 2026/ Rizal

Ref

[Handwritten signature]

[Handwritten signature]

mdm



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

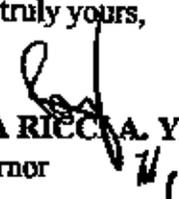
Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to **CSGER CONSTRUCTION CORP.** that work may proceed on the **Construction of Drainage Canal with Concrete Reblocking at Brgy. San Isidro, Montalban, Rizal** effective **January 22, 2026 (Thursday)**.

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,

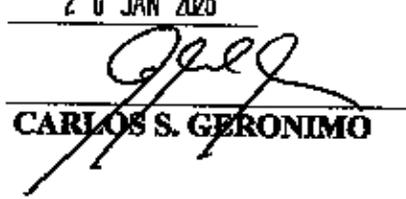

NINA RICCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


CARLOS S. GERONIMO

NTP 12122025#29

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 29

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

CSGER 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 Montalban, Rizal, and herein represented by its Proprietor/President/General Manager, CARLOS GERONIMO, of legal age, Filipino citizen, single/married and a resident of Montalban, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

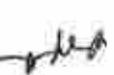
WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Construction of Drainage Canal with Concrete Reblocking at Brgy. San Isidro, Montalban, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Three Million Nine Hundred Thirty-Nine Thousand Two Hundred Pesos & 56/100 (Php3,939,200.56), 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 Ninety (90) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- 
- 
- 
- 
- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders;
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Three Million Nine Hundred Thirty-Nine Thousand Two Hundred Pesos & 56/100 (Php3,939,200.56)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Million One Hundred Eighty-One Thousand Seven Hundred Sixty Pesos & 17/100 (Php1,181,760.17)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 1st JAN 2026 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

CSGER CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

By:


NINA RICCI YNARES
Provincial Governor


CARLOS GERONIMO
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>CARLOS GERONIMO</u>	<u>TIN No. 009-082-732</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Construction of Drainage Canal with Concrete Reblocking at Brgy. San Isidro, Montalban, Rizal

WITNESS MY HAND AND SEAL this 19 day of JAN. 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 29
Page No. 7
Book No. 1
Series 20 24

[Signature]
ATTY. MARIA SALVE C. RUBAYA-ADANOS
Notarial Commission App. No. 36-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 00347/RSH Chapter
MCLF Compliance No. VIII-001141, Vol. 6, 2021
RZ No. 25085667A, JAN. 5, 2026/ Rizal

[Signature]

[Signature]

[Signature]

[Signature]



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

MR. JUAN PAOLO MIGUEL E. MANLAPIT
L. EUSEBIO ACE DEV'T CORP.
Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to **L. EUSEBIO ACE DEV'T CORP.** that work may proceed on the **Construction of Area Lightings at Brgy. Cuyambay, Brgy. Kay Buto, Brgy. Plaza Aldea and Brgy. San Isidro, Tanay, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,


NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder: 
JUAN PAOLO MIGUEL E. MANLAPIT

NTP 12122025#30

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 30

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "**PROVINCE**."

- and -

L. EUSEBIO ACE DEVELOPMENT CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasig City, and herein represented by its Proprietor/President/General Manager, **JUAN PAULO MIGUEL E. MANLAPIT**, of legal age, Filipino citizen, single/married and a resident of Pasig City, hereinafter referred to as the "**CONTRACTOR**."

WITNESSETH, That:

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

Construction of Area Lightings at Brgy. Cuyambay, Brgy. Kay Buto, Brgy. Plaza Aldea and Brgy. San Isidro, Tanay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Five Million One Hundred Eighty-Six Thousand Five Hundred Eighty-Seven Pesos & 76/100 (Php5,186,587.76), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Fifty-Six (56) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Five Million One Hundred Eighty-Six Thousand Five Hundred Eighty-Seven Pesos & 76/100 (Php5,186,587.76), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of One Million Five Hundred Fifty-Five Thousand Nine Hundred Seventy-Six Pesos & 33/100 (Php1,555,976.33) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

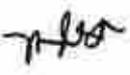
 10. The CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly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

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

 12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

 15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

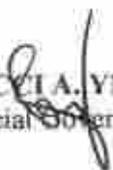
IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 1st JAN 2020 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

L. EUSEBIO ACE DEVELOPMENT CORPORATION
Entity/Firm/Corporation

By:

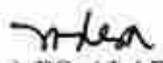
By:


NINA RICCI A. YNARES
Provincial Governor


JUAN PAULO MIGUEL E. MANLAPIT
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

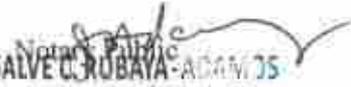
Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
<u>JUAN PAULO MIGUEL E. MANLAPIT</u>	<u>TIN No. 000-159-917</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

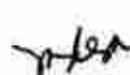
Construction of Area Lightings at Brgy. Cuyambay, Brgy. Kay Buto, Brgy. Plaza Aldea and Brgy. San Isidro, Tanay, Rizal

WITNESS MY HAND AND SEAL this 1st day of Nov 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 30
Page No. 7
Book No. 1
Series 20 20


ATTY. MARIA SALVE C. RUBAYA-ADAM JS
 Notarial Commission Appt. No. 25-25/Antipolo, City
 Attorney's Roll No. 55320
 IBP Lifetime Roll No. 01027/PSM Chapter
 MCLE Compliance No. VIII-00114/JAN 6, 2021
 P.P. No. 22088667A, JAN. 5, 2026/ Rizal





Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

MR. NELSON R. PINTO
BSKP CONSTRUCTION
Morong, Rizal

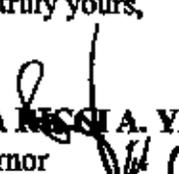
Dear Mr. Pinto:

The attached Contract Agreement having been approved, notice is hereby given to **BSKP CONSTRUCTION** that work may proceed on the **Construction of 2-Storey Ynares Multi-Purpose Bldg. (Alumni Hall) at University of Rizal System -Pililla Campus, Brgy. Bagumbayan, Pililla, Rizal** effective **January 22, 2026 (Thursday)**.

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

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

Very truly yours,


NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

20 JAN 2026


NELSON R. PINTO

NTP 12122025#31

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "**PROVINCE**."

- and -

BKSP 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 **Morong, Rizal**, and herein represented by its Proprietor/President/General Manager, **NELSON R. PINTO**, of legal age, Filipino citizen, single/married and a resident of **Morong, Rizal**, hereinafter referred to as the "**CONTRACTOR**."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Construction of 2-Storey Ynares Multi-Purpose Bldg. (Alumni Hall) at University of Rizal System-Pililla Campus, Brgy. Bagumbayan, Pililla, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Five Million Seven Hundred Eighty-One Thousand Five Hundred Fifty-Seven Pesos & 18/100 (Php5,781,557.18), 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 One Hundred Sixty-Four (164) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Five Million Seven Hundred Eighty-One Thousand Five Hundred Fifty-Seven Pesos & 18/100 (Php5,781,557.18)** Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Million Seven Hundred Thirty-Four Thousand Four Hundred Sixty-Seven Pesos & 15/100 (Php1,734,467.15)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19 day of June, 2020
at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

BKSP CONSTRUCTION
Entity/Firm/Corporation

By:

By:


NINA RICCI LYNARES
Provincial Governor


NELSON R. PINTO
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>NELSON R. PINTO</u>	<u>TIN No. 257-641-734</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Construction of 2-Storey Ynares Multi-Purpose Bldg. (Alumni Hall) at University of Rizal System-Pililla Campus, Brgy. Bagumbayan, Pililla, Rizal

19 JAN, 2026

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

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ATTY. MARIA SAVERIO RUBAYA  25
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 09047/RSM Chapter
MCLE Compliance No. VIII-0011430/Aug. 6, 202
PTR No. 25088667A/ JAN. 5, 2026/ Rizal





Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

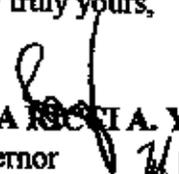
Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to **JRD-D2 ENTERPRISES** that work may proceed on the **Installation of Electrical Lighting System/Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage at Brgy. Daraitan and Brgy. Mamuyao, Tanay, Rizal** effective **January 22, 2026 (Thursday)**.

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 CECILIA YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

20 JAN 2026

PORFIRIO P. MINA

NTP 12122025#32

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 32

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

JRD-D² ENTERPRISES, 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 Tanay, Rizal, and herein represented by its Proprietor/President/General Manager, **PORFIRIO MINA**, of legal age, Filipino citizen, single/married and a resident of Tanay, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Installation of Electrical Lighting System/Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage at Brgy. Daraitan and Brgy. Mamuyao, Tanay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Eight Hundred Sixty-Five Thousand Six Hundred Eleven Pesos & 34/100 (Php865,611.34), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Forty (40) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- 
- 
- 
- 
- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Eight Hundred Sixty-Five Thousand Six Hundred Eleven Pesos & 34/100 (Php865,611.34)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025, (if applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Two Hundred Fifty-Nine Thousand Six Hundred Eighty-Three Pesos & 40/100 (Php259,683.40)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court, and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19th day of July, 2023 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

JRD-D² ENTERPRISES
Entity/Firm/Corporation

By:

By:


NINA RICCI A. YNARES
Provincial Governor I


PORFIRIO MINA
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>PORFIRIO MINA</u>	<u>TIN No. 154-422-889</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Installation of Electrical Lighting System/Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage at Brgy. Daraitan and Brgy. Mamuyao, Tanay, Rizal

19 JAN, 2026

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

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Page No. 4
Book No. 1
Series 20 34

NOTARY PUBLIC 
ATTY. MARIA SALVEC RUBAYA 35
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IGP Lifetime Roll No. 09047/RSM Chapter
ICT Compliance No. VIII-0011430/Aug. 6, 2021
PIE No. 25098667A, JAN. 5, 2026/ Rizal








Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

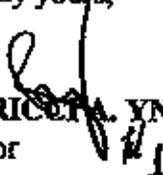
Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to **FLS CONSTRUCTION & BUILDERS** that work may proceed on the **Repair of Electrical Lighting System of Ynares Multi-Purpose Covered Court and Improvement of Multi-Purpose Bldg. at Brgy. San Juan and Brgy. Sta. Ana, Taytay, Rizal** effective January 22, 2026 (Thursday).

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 RICETA YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:



Name of the Representative of the Bidder:

FELIMON M. SANTOS

NTP 12122025#33

CONTRACT AGREEMENT

27 A-B

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: ³³

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, herein referred to as the "PROVINCE."

- and -

FLS CONSTRUCTION & BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Taytay, Rizal, and herein represented by its Proprietor/President/General Manager, **FELIMON SANTOS**, of legal age, Filipino citizen, single/married and a resident of Taytay, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Repair of Electrical Lighting System of Ynares Multi-Purpose Covered Court and Improvement of Multi-Purpose Bldg. at Brgy. San Juan and Brgy. Sta. Ana, Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Two Million Five Hundred Thirty-Three Thousand Five Hundred Forty-Nine Pesos & 18/100 (Php2,533,549.18), 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 Seventy-Five (75) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

[Handwritten signatures and initials on the left margin]

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Two Million Five Hundred Thirty-Three Thousand Five Hundred Forty-Nine Pesos & 18/100 (Php2,533,549.18), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of Seven Hundred Sixty Thousand Sixty-Four Pesos & 75/100 (Php760,064.75) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR;

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 9th day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

FLS CONSTRUCTION & BUILDERS

Entity/Firm/Corporation

By:

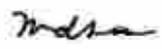
By:


NINA RICCIOLA YNARES
Provincial Governor


FELIMON SANTOS
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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 RICCLIA. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
<u>FELIMON SANTOS</u>	<u>TIN No. 137-732-196</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Repair of Electrical Lighting System of Ynares Multi-Purpose Covered Court and Improvement of Multi-Purpose Bldg. at Brgy. San Juan and Brgy. Sta. Ana, Taytay, Rizal

WITNESS MY HAND AND SEAL this 13 day of JAN, 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 33
Page No. 5
Book No. 1
Series 20 740

NOTARY PUBLIC

MA
ATTY. MARIA SALVEL RUBAYA ADAMOS
Notarial Commission Appt. No. 25-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 09047/RSM Chapter
MCLE Compliance No. VIII-0011430/Aug. 6, 2021
PTR No. 25088667A, JAN. 5, 2025/ Rizal

JAL

Ref

ga

mdm



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 January, 2026

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

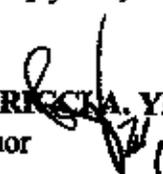
Dear Mr. Ubiadas:

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 the Provincial Prosecutor's Office at Brgy. Dolores, Taytay, Rizal** effective **January 22, 2026 (Thursday)**.

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 RICCA YNARES
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:


EDGARDO M. UBIADAS

NTP 12122025#34

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between: 34

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 36, series of 2024, 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 and a resident of Binangonan, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 32, s. 2025 namely:

Repair/Repainting of the Provincial Prosecutor's Office at Brgy. Dolores, Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last December 12, 2025, has accepted and binds itself to undertake the construction and completion of the above-mentioned infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program works and specification in consideration of the amount of Two Million One Hundred Fifty-Eight Thousand One Hundred Seventy-Eight Pesos & 44/100 (Php2,158,178.44), 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 Sixty (60) calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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 provisions, terms, and conditions of this Agreement;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Two Million One Hundred Fifty-Eight Thousand One Hundred Seventy-Eight Pesos & 44/100 (Php2,158,178.44), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of Six Hundred Forty-Seven Thousand Four Hundred Fifty-Three Pesos & 53/100 (Php647,453.53) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

5. The CONTRACTOR shall post an additional performance security following the schedule under Section 68.4 of the IRR to cover any cumulative increase of more than 10 percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be;

6. In the event that it is established that the CONTRACTOR is in default in any of its obligations under this Agreement, the performance security shall be forfeited in favor of the PROVINCE;

7. The CONTRACTOR undertakes to post a warranty security to guarantee the performance of its obligations in the event of any "Structural Defects or Failures", as defined in the IRR, that may occur within the applicable warranty period provided in Section 90.2.3. of the IRR,

8. The CONTRACTOR shall observe the warranties under Section 90.2 of the IRR ;

9. The CONTRACTOR warrants that it has not given, nor promised to give, any money, gift, or consideration to any official or employee of the PROVINCE, or to any government instrumentality, for the purpose of securing this Contract;

10. The 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;

11. For contracts One Million above, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under its name and at its own expense, copy of which shall be provided by the PROVINCE;

12. If the CONTRACTOR fails to satisfactorily complete the works under this Agreement within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay;

13. The CONTRACTOR shall comply with all labor and employment laws, including occupational health and safety, minimum wage, hours of work, and compensation for injuries;

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

15. The provisions of Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations, Republic Act No. 7160, otherwise known as the Local Government Code of 1991 and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with RA 12009, regarding the following: Variation Orders, Suspension of Work, Extension of Contract Time, Liquidated Damages, Advance Payment, Negative Slippage, Progress Payment (if applicable), Retention Money, and Other Aspects of Contract Implementation, shall be applicable in the implementation of this Agreement;

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. 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;

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

18. The PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR or with any of its employees, and therefore, shall not be responsible for any injuries, damages, or claims that may be sustained by them or by any third party in connection with the performance of this Contract, all of which shall be the sole responsibility of the CONTRACTOR;

19. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved by the Government and consistent with the provisions of RA 12009 and its IRR shall be applied in this Agreement;

20. Unless otherwise stated, terms and expressions used in this Agreement shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Agreement;

21. If any clause of this Agreement is held invalid, the remaining provisions shall remain in full force and effect;

22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 12009 and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for damages, which may either consist of liquidated damages and restitution for the damages done or 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 court; and

23. The provisions under Section 71.4 of the IRR shall govern the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19 ^{JAN} day of 2025 at Antipolo City.

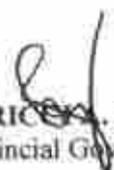
RIZAL PROVINCIAL GOVERNMENT

KIT UBIADAS CONSTRUCTION CORPORATION

Entity/Firm/Corporation

By:

By:


NINA RICCI YNARES
Provincial Governor


EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

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	DFA Manila
<u>EDGARDO M. UBIADAS</u>	<u>TIN No. 008-410-689</u>		

all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof, refers to the Agreement for:

Repair/Repainting of the Provincial Prosecutor's Office at Brgy. Dolores, Taytay, Rizal

19 JAN 2026

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

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NOTARY PUBLIC
ATTY. MARIA SALVE C. ROBAYA-ADAMOS
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
JBP Lifetime Roll No. 09047/RSM Chapter
JALC Compliance No. VIII-0011430/Aug. 6, 2021
TIN No. 20089567A, JAN. 5, 2026/ Rizal

[Handwritten signatures]