

1/19/2026



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

19 January, 2026

**MR. JOHN DERICK F. PALINO**  
**JDFP ENTERPRISES**  
Teresa, Rizal

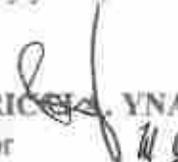
Dear Mr. Palino:

The attached Contract Agreement having been approved, notice is hereby given to **JDFP ENTERPRISES** that work may proceed on the **Construction of 2-Storey Ynares Multi-Purpose Bldg. (HOA Office)** at **Sitio Rizza, Brgy. San Jose, Antipolo, City** 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 RICHELLE YNARES**  
Governor 

I acknowledge receipt of this Notice on: 20 JAN 2026

Authorized Signature:   
Name of the Representative of the Bidder: **JOHN DERICK F. PALINO**

## 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 -

**JDFP 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 **Teresa, Rizal**, and herein represented by its Proprietor/President/General Manager, **JOHN DERICK F. PALINO**, of legal age, Filipino citizen, single/married and a resident of **Teresa, 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. **33, s. 2025** namely:

**Construction of 2-Storey Ynares Multi-Purpose Building (HOA Office) at Sitio Rizza, Brgy. San Jose, Antipolo City**

**WHEREAS**, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **December 16, 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 Five Hundred Nineteen Thousand Eight Hundred Fifty Nine Pesos & 36/100 (Php5,519,859.36)**, 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 Five Hundred Nineteen Thousand Eight Hundred Fifty Nine Pesos & 36/100 (Php5,519,859.36)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Six Hundred Fifty Five Thousand Nine Hundred Fifty Seven Pesos & 81/100 (Php1,655,957.81)**, 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 <sup>th</sup> July 2016 day of \_\_\_\_\_ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

JDFP ENTERPRISES  
Entity/Firm/Corporation

By:

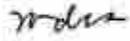
By:

  
NINA RICCI YNARES  
Provincial Governor

  
JOHN DERRICK F. PALINO  
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, 2024	DFA Manila
<u>JOHN DERICK F. PALINO</u>	<u>TIN No. 102-889-996</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 Building  
(HOA Office) at Sitio Rizza, Brgy. San Jose, Antipolo City**

WITNESS MY HAND AND SEAL this 19 day of Jan, 2024, at Rizal Provincial Capitol, Antipolo City.

Doc No. 52  
Page No. 13  
Book No. 1  
Series 2024

**NOTARY PUBLIC: RUBAYA-ADAMOS**  
Notary Commission App. No. 26-25/Antipolo, City  
Attorney's Roll No. 170  
IBP Lifetime Roll No. 999-ASM, after  
MCLE Compliance No. VII-001-436, Jan. 6, 2024  
PTR No. 25083667A, 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. 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 Ynares Multi-Purpose Covered Court at Ortigas Greenheights San Isidro, Brgy San Isidro, 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 RICCIA 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 12162025#2

## 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 -

**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. **33, s. 2025** namely:

### **Improvement of Ynares Multi-Purpose Covered Court at Ortigas Greenheights San Isidro, Brgy. San Isidro, 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 16, 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 Eighteen Thousand Three Hundred Fifty Seven Pesos & 89/100 (Php2,118,357.89)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Sixty Eight (68)** 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 Eighteen Thousand Three Hundred Fifty Seven Pesos & 89/100 (Php2,118,357.89)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Thirty Five Thousand Five Hundred Seven Pesos & 37/100 (Php635,507.37)**, 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<sup>th</sup> day of \_\_\_\_\_ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

DIAZ AQUINO CONSTRUCTION CORPORATION  
Entity/Firm/Corporation

By:

By:

  
NINA RICHA 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, 2021	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 Ynares Multi-Purpose Covered Court at Ortigas  
Greenheights San Isidro, Brgy. San Isidro, Taytay, Rizal**

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of 9 Sept 2025, at Rizal Provincial Capitol, Antipolo City.

Doc No. 57  
Page No. 13  
Book No. 1  
Series 20 26

**NOTARY PUBLIC**  
**ATTY. MARIA SALVE C. RUBAYA-ADAMOS**  
Notarial Commission Appt. No. 26-25/Antipolo, City  
Accrancy 3 Years - 120  
IBP Lifetime Roll No. 0004 - RSM Chapter  
MCLE Compliance No. VIII-007 430/Apr 6, 2024  
PTR No. 2508867A, JAN. 5, 2024/ 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

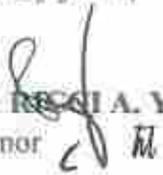
Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to **JRD-D2 ENTERPRISES** that work may proceed on the **Asphalt Overlaying of Road 3 at Hillside Subd., Brgy. Concepcion, 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 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 12162025#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 –

**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. **33, s. 2025** namely:

**Asphalt Overlaying of Road 3 at Hillside Subdivision,  
Brgy. Concepcion, 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 16, 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 Ninety Five Thousand Eight Pesos & 45/100 (Php3,195,008.45)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Sixty (60)** calendar days, in accordance with the provisions of the 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 Ninety Five Thousand Eight Pesos & 45/100 (Php3,195,008.45)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Fifty Eight Thousand Five Hundred Two Pesos & 54/100 (Php958,502.54)**, 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.

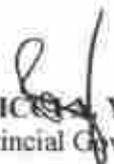
IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19<sup>th</sup> day of May of \_\_\_\_\_ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

JRD-D2 ENTERPRISES  
Entity/Firm/Corporation

By:

By:

  
NINA RICCIO 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 of Road 3 at Hillside Subdivision,  
Brgy. Concepcion, Baras, Rizal**

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of 19 June 2023, at Rizal Provincial Capitol, Antipolo City.

Doc No. 58  
Page No. 13  
Book No. 1  
Series 20 76

**NOTARY PUBLIC**  
**ATTY. MARIA SALVE C. RUBAYA-ADAMOS**  
 Notary Commission Appt. No. 28-25/Antipolo, City  
 Attorney's R. No. 170  
 IBP Lifetime Roll No. 7954 RSM 4 apter  
 MCLE Compliance No. VI-201 430/Am. 6, 2024  
 PTR No. 25038567A, JAN. 5, 2026/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

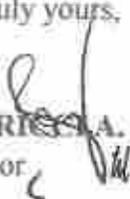
Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to **GKB BUILDERS** that work may proceed on the **Construction of 2-Storey Ynares Multi-Purpose Bldg. (Admin Bldg.)** at **Bayugo Elem. School, 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,

  
**NINA RIOS 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 12162025#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 -

**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. 33, s. 2025 namely:

**Construction of 2-Storey Ynares Multi-Purpose Building (Admin. Building)  
at Bayugo Elementary School, 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 16, 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 Eight Hundred Fourteen Thousand Six Hundred Forty Eight Pesos & 69/100 (Php5,814,648.69)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **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 Eight Hundred Fourteen Thousand Six Hundred Forty Eight Pesos & 69/100 (Php5,814,648.69), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Forty Four Thousand Three Hundred Ninety Four Pesos & 61/100 (Php1,744,394.61), 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 <sup>th</sup> June 2026 day of \_\_\_\_\_ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

GKB BUILDERS  
Entity/Firm/Corporation

By:

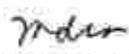
By:

  
NINA RICCI A. YNARES  
Provincial Governor I

  
GERALD 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:

**Construction of 2-Storey Ynares Multi-Purpose Building (Admin. Building)  
at Bayugo Elementary School, Brgy. Bayugo, Jalajala, Rizal**

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of 19 Jan 2025, at Rizal Provincial Capitol, Antipolo City.

Doc No. 59  
Page No. 13  
Book No. 1  
Series 20 he

  
**ATTY. MARIA SALVE CRUZ BAYA-ADAMOS**  
**NOTARY PUBLIC**  
 Notary Commission Appt. No. 25-25/Antipolo, City  
 Attorney's Roll No. 1170  
 JRP Lifetime Roll No. 0004 - RSM 4, after  
 MCE Compliance No. Vol. OUT 130/A- 6, 2024  
 RPN No. 2508867A, JAN. 5, 2016/ 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

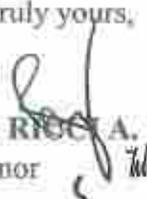
Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to **GKB BUILDERS** that work may proceed on the **Construction of 2-Storey Ynares Multi-Purpose Bldg. (Library)** at Sipsipin Elem. School, Brgy. Sipsipin, 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 12162025#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 -

**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. **33, s. 2025** namely:

**Construction of 2-Storey Ynares Multi-Purpose Building (Library)  
at Sipsipin Elementary School, Brgy. Sipsipin, 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 16, 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 Five Hundred Fifteen Thousand Three Hundred Thirty Seven Pesos & 04/100 (Php5,515,337.04)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **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 Five Hundred Fifteen Thousand Three Hundred Thirty Seven Pesos & 04/100 (Php5,515,337.04)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Six Hundred Fifty Four Thousand Six Hundred One Pesos & 11/100 (Php1,654,601.11)**, 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.

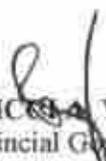
IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19 Jan 2006 day of \_\_\_\_\_ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

GKB BUILDERS  
Entity/Firm/Corporation

By:

By:

  
NINA RICCI YNARES  
Provincial Governor

  
GERALD RENN S.J. BILOG  
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>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:

**Construction of 2-Storey Ynares Multi-Purpose Building (Library)  
at Sipsipin Elementary School, Brgy. Sipsipin, Julajula, Rizal**

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

Doc No. 60  
Page No. 13  
Book No. 1  
Series 20 26

**NOTARY PUBLIC**

*[Signature]*  
ATTY. MARIA SALVE ERUBAYA-ADAMOS  
Notary Commission Exp. No. 16-25/Antipolo, City  
Attorney's R. No. 120  
IBP Lifetime Roll No. 4006 KSM Chapter  
MCLE Compliance No. 471-00 430/pt. 6, 2024  
PTC No. 25083667A, JAN. 5, 2022/Rizal

*[Handwritten marks]*  
46  
Raf  
mdm  
SM



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**  
Tanny, 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 Road at Sitio Caniogan, Brgy. CCL, Morong, 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 REGIA A. YNARES**  
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

  
**PORFIRIO P. MINA**

NTP 12162025#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 -

**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. **33, s. 2025** namely:

#### **Asphalt Overlaying of Road at Sitio Caniogan, Brgy. CCL, Morong, 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 16, 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 Seven Hundred Seventy Eight Thousand Eight Hundred Eighty Seven Pesos & 45/100 (Php6,778,887.45)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Sixty (60)** calendar days, in accordance with the provisions of the 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 Seven Hundred Seventy Eight Thousand Eight Hundred Eighty Seven Pesos & 45/100 (Php6,778,887.45), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Thirty Three Thousand Six Hundred Sixty Six Pesos & 24/100 (Php2,033,666.24), 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 11<sup>th</sup> day of May 2025  
at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

**JRD-D2 ENTERPRISES**  
Entity/Firm/Corporation

By:

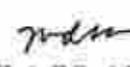
By:

  
**NINA RICCI VNARES**  
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 of Road at Sitio Caniogon, Brgy. CCL, Morong, Rizal**

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of 19 April 2025, at Rizal Provincial Capitol, Antipolo City.

Doc No. 61  
Page No. 14  
Book No. 1  
Series 20 26

**NOTARY PUBLIC**  
**ATTY. MARIA SALVE CRUZAYA-ADAMOS**  
Notary Commission Appt. No. 25-25/Antipolo City  
Attorney's Reg. No. 100-78  
IBP Lifetime Roll No. 8974 1530-upter  
MCLE Compliance No. VII-007 438/0- 6, 2024  
PTR No. 2508667A, JAN. 5, 2016/ Rizal



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 at Melendres St., Brgy. Hulo, 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 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 12162025#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 -

**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. **33, s. 2025** namely:

#### **Construction of Drainage Canal at Melendres Street, Brgy. Hulo, 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 16, 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 Eight Thousand Fifty Seven Pesos & 69/100 (Php4,438,057.69)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **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 **Four Million Four Hundred Thirty Eight Thousand Fifty Seven Pesos & 69/100 (Php4,438,057.69)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Thirty One Thousand Four Hundred Seventeen Pesos & 31/100 (Php1,331,417.31)**, 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, 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>	TIN No. 008-410-689	_____	_____

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 at Melendres Street, Brgy. Hulo, Pililla, Rizal**

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of 19 Jan 2025 at Rizal Provincial Capitol, Antipolo City.

Doc No. 62  
Page No. 14  
Book No. 1  
Series 20 32

**NOTARY PUBLIC**

*MSA*  
ATTY. MARIA SALVE D. RUBAYA-ADAMOS  
Notary Commission No. 26-25/Antipolo, City  
Attorney's Reg. No. 1220  
VPP Lifetime Roll No. 0000 42004 after  
MCLE Compliance No. VPL-001 488/A - 6, 2024  
PTR No. 25085667A/ JAN. 5, 2020/ 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 **Improvement of Ynares Multi-Purpose Covered Court** at **G. Del Pilar St., Brgy. Quisao, 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:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:

  
GERALD KENN SJ. BILOG

NTP 12162025#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 -

**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. **33, s. 2025** namely:

#### **Improvement of Ynares Multi-Purpose Covered Court at G. Del Pilar Street, Brgy. Quisao, 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 16, 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 Six Hundred Twenty Five Thousand Three Hundred Forty Four Pesos & 74/100 (Php2,625,344.74)**, 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 Six Hundred Twenty Five Thousand Three Hundred Forty Four Pesos & 74/100 (Php2,625,344.74)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Eighty Seven Thousand Six Hundred Three Pesos & 42/100 (Php787,603.42)**, 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 June 2009 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

**GKB BUILDERS**  
Entity/Firm/Corporation

By:

By:

  
NINA RICCI A. YNARES  
Provincial Governor

  
GERALD RENN 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:

**Improvement of Ynares Multi-Purpose Covered Court at  
G. Del Pilar Street, Brgy. Quisao, Pililla, Rizal**

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of 9 JAN 2025, at Rizal Provincial Capitol, Antipolo City.

Doc No. 63  
Page No. 14  
Book No. 1  
Series 20 24

**NOTARY PUBLIC**

*[Signature]*  
ATTY. MARIA SALVE RUBAYA-ADAMOS  
Notary Commission Appt. No. 26-25/Antipolo, City  
Attorney's Reg. No. 1330  
IBP Lifetime Roll No. 1104-85M-10pter  
MCLE Compliance No. Vol. 001-430/431-6, 2024  
PTR No. 25088667A, JAN. 5, 2025/Rizal

*[Handwritten marks/signatures]*



Republic of the Philippines  
Provincial Government of Rizal  
OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

19 January, 2026

**MR. PROCOPIO S. TORRES JR.**  
**PST CONSTRUCTION**  
Antipolo City

Dear Mr. Torres Jr.:

The attached Contract Agreement having been approved, notice is hereby given to **PST CONSTRUCTION** that work may proceed on the **Improvement of Brigido Cruz St., 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.

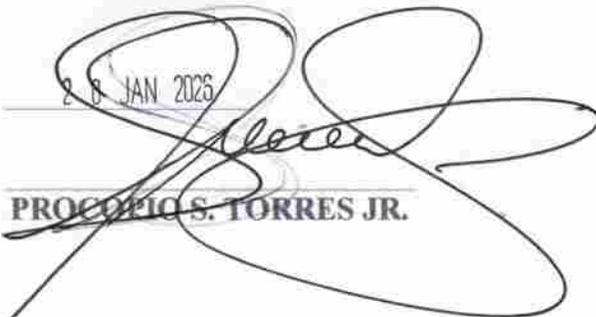
Very truly yours,

  
**NINA RICCI A. YNARES**  
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

  
28 JAN 2026  
**PROCOPIO S. TORRES JR.**

## 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 -

**PST 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 Antipolo City, and herein represented by its Proprietor/President/General Manager, **PROCOPIO S. TORRES, JR.**, of legal age, Filipino citizen, single/married and a resident of Antipolo 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. **33, s. 2025** namely:

**Improvement of Brigido Cruz Street, 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 16, 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 Seven Thousand Five Pesos & 63/100 (Php5,787,005.63)**, 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 **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 **Five Million Seven Hundred Eighty Seven Thousand Five Pesos & 63/100 (Php5,787,005.63)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Six Thousand One Hundred One Pesos & 69/100 (Php1,736,101.69)**, 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 JUN 2009 of \_\_\_\_\_ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

PST CONSTRUCTION  
Entity/Firm/Corporation

By:

  
NINA RICCIA YNARES  
Provincial Governor

By:

  
PROCOPIO S. TORRES, JR.  
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>PROCOPIO S. TORRES, JR.</u>	<u>TIN No. 231-446-892</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 Brigido Cruz Street, Brgy. Dalig, Teresa. Rizal**

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of 9 June 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 64  
Page No. 14  
Book No. 1  
Series 20 24

**NOTARY PUBLIC**

*Ad*  
ATTY. MARIA SAIVE C. RUBAYA-ADAMOS  
Notary Commission Appt. No. 25-25/Antipolo, City  
Attorney's Roll No. 11120  
IBP Lifetime Roll No. 0302-45363, after  
MCL Compliance No. VII-02-130/A, 6, 2024  
PTR No. 25088667A, JAN. 3, 2025/Rizal



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

19 January, 2026

**MS. MARIA TERESITA F. PAMINTUAN**  
**MJP CONST. AND DEV'T. CORP.**  
Baras, Rizal

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to **MJP CONST. AND DEV'T. CORP.** that work may proceed on the **Improvement of Road at P. Santiago Extension Brgy. Poblacion, 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 YNARES**  
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:

  
**MARIA TERESITA F. PAMINTUAN**

NTP 12162025#10

## 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 -

**MJP CONSTRUCTION & DEVELOPMENT CORP.**, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Baras, Rizal**, and herein represented by its Proprietor/President/General Manager, **MARIA TERESITA F. PAMINTUAN**, of legal age, Filipino citizen, single/married and a resident of **Baras, 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. 33, s. 2025 namely:

**Improvement of Road at P. Santiago Extension,  
Brgy. Poblacion, 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 16, 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 Three Hundred Sixty Nine Thousand Eight Pesos & 64/100 (Php6,369,008.64), 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 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 **Six Million Three Hundred Sixty Nine Thousand Eight Pesos & 64/100 (Php6,369,008.64)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Ten Thousand Seven Hundred Two Pesos & 59/100 (Php1,910,702.59)**, 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 9 ~~July~~ <sup>July</sup> day of 2025 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

MJP CONSTRUCTION & DEVELOPMENT CORP.  
Entity/Firm/Corporation

By:

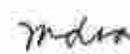
By:

  
NINA RICCI LAYNARES  
Provincial Governor

  
MARIA TERESITA F. PAMINTUAN  
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>MARIA TERESITA F. PAMINTUAN</u>	TIN No. 213-504-783		

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 Road at P. Santiago Extension,  
Brgy. Poblacion, Teresa, Rizal**

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

Doc No. 68  
Page No. 14  
Book No. 1  
Series 20 24

**NOTARY PUBLIC**  
**ATTY. MARIA SALVE C. ROBAYA-ADAMOS**  
Notario Commission Appt. No. 25-25/Antipolo, City  
Attorney's Reg. No. 1130  
IBP Lifetime Roll No. 0903-RSM - apter  
MCLE Compliance No. VII-001-13078-6, 2024  
PTR No. 25088667A, JAN. 5, 2026/ Rizal

mden



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

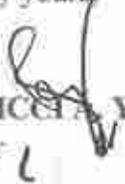
Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to **GKB BUILDERS** that work may proceed on the **Improvement of Ynares Multi-Purpose Covered Court at Sitio Aguho, Brgy. Sampaloc, 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: GERALD KENN SJ. BILOG

NTP 12162025#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 -

**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:

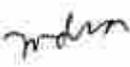
**WHEREAS**, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 33, s. 2025 namely:

#### **Improvement of Ynares Multi-Purpose Covered Court at Sitio Aguho, Brgy. Sampaloc, 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 16, 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 Nine Hundred Sixty Five Thousand Four Hundred Twenty Seven Pesos only (Php2,965,427.00), 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 **Two Million Nine Hundred Sixty Five Thousand Four Hundred Twenty Seven Pesos only (Php2,965,427.00)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Eighty Nine Thousand Six Hundred Twenty Eight Pesos & 10/100 (Php889,628.10)**, 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<sup>th</sup> July 2009 of \_\_\_\_\_ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

GKB BUILDERS  
Entity/Firm/Corporation

By:

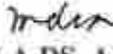
By:

  
NINA RICCI A. YNARES  
Provincial Governor

  
GERALD R. 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:

**Improvement of Ynares Multi-Purpose Covered Court at  
Sitio Aguho, Brgy. Sampaloc, Tanay, Rizal**

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

Doc No. 66  
Page No. 15  
Book No. 1  
Series 20 26

**NOTARY PUBLIC**  
**ATTY. MARIA SALVE CRUBAYA-ADAMOS**  
Notary Commission Appt. No. 26-25/Antipolo, City  
Attorney's Roll No. 11370  
IBP Lifetime Roll No. 0064-RSM Chapter  
ICE Compliance No. VII-001-430/Ally, 6, 2024  
P No. 19038567A/ JAN. 5, 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. 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  
Concreting of San Nicholas St., Sitio Aguho, Brgy. Sampaloc, 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  
  
**BIEN ANTHONY L. BAUTISTA**

Authorized Signature:

Name of the Representative of the Bidder:

NTP 12162025#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 -

**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 L. 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. **33, s. 2025** namely:

**Concreting of San Nicholas Street, Sitio Aguho, Brgy. Sampaloc, 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 16, 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 Seven Thousand Two Hundred Eighty Seven Pesos & 42/100 (Php2,157,287.42)**, 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 **Two Million One Hundred Fifty Seven Thousand Two Hundred Eighty Seven Pesos & 42/100 (Php2,157,287.42)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 One Hundred Eighty Six Pesos & 23/100 (Php647,186.23)**, 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 2025 of \_\_\_\_\_ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

BETH & BERON CONSTRUCTION  
Entity/Firm/Corporation

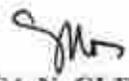
By:

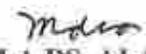
By:

  
NINA RICCI A. YNARES  
Provincial Governor

  
BIEN ANTHONY L. 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
<b>HON. NINA RICCLA. YNARES</b>	Passport No. P7689056B	September 24, 2031	DFA Manila
<b><u>BIEN ANTHONY L. BAUTISTA</u></b>	TIN No. 264-212-341		

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 San Nicholas Street, Sitio Aguho, Brgy. Sampaloc, Tanay, Rizal**

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of 9 JAN 2026 at Rizal Provincial Capitol, Antipolo City.

Doc No. 67  
Page No. 15  
Book No. 1  
Series 2024

**NOTARY PUBLIC**  
**ATTY. MARIA SALVE CRUBAYA-ADAMOS**  
 Notary Commission Appt. No. 25-25/Antipolo, City  
 Attorney's R. No. 10-120  
 IBP Lifetime Roll No. 8704-BSM - apter  
 MCLE Compliance No. W-DEI 430/A - 6, 2024  
 PTR No. 25088667A, JAN. 5, 2026/Rizal

*[Handwritten signatures and initials]*

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Republic of the Philippines  
Provincial Government of Rizal  
OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

19 January, 2026

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

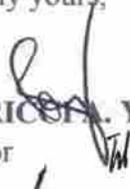
Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to **TRANCOM ENGINEERING CONST.** that work may proceed on the **Improvement of Ynares Multi-Purpose Covered Court at Tanay-Sampaloc Integrated High School, Brgy. Sampaloc, 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,

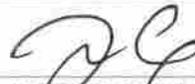
  
**NINA RICCI YNARES**  
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:

  
**DANILO C. MAGNO**

## 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 -

**TRANCOM ENGINEERING CONSTRUCTION**, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Taytay, Rizal, and herein represented by its Proprietor/President/General Manager, **DANILO MAGNO**, 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 Sangguning Panlalawigan Ordinance No. 33, s. 2025 namely:

**Improvement of Ynares Multi-Purpose Covered Court at Tanay-Sampaloc  
Integrated High School, Brgy. Sampaloc, 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 16, 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 Thirty Seven Thousand Two Hundred Fifty Six Pesos & 62/100 (Php2,337,256.62), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Sixty Eight (68) 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 Thirty Seven Thousand Two Hundred Fifty Six Pesos & 62/100 (Php2,337,256.62)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 One Thousand One Hundred Seventy Six Pesos & 99/100 (Php701,176.99)**, 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 JAN 2006  
at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

TRANCOM ENGINEERING CONSTRUCTION

Entity/Firm/Corporation

By:



NINA RICCI AYNARES  
Provincial Governor

By:



DANILO MAGNO  
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>DANILO MAGNO</u>	<u>TIN No. 130-861-254</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 Ynares Multi-Purpose Covered Court at Tanay-Sampaloc Integrated High School, Brgy. Sampaloc, Tanay, Rizal**

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

Doc No. 62  
Page No. 15  
Book No. 1  
Series 20 70

**NOTARY PUBLIC**

  
ATTY. MARIA SALVE C. RUBAYA-ADAMOS  
Notary Commission Appl. No. 25-25/Antipolo, City  
Attorney's Reg. No. 15120  
IBP Lifetime Roll No. 0304-RSM - apter  
MCLE Compliance No. VII, 001-430/Apr. 6, 2024  
PTR No. E-048667A, 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

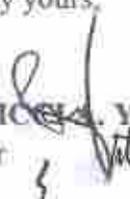
Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to **JRD-D2 ENTERPRISES** that work may proceed on the **Improvement of Ynares Multi-Purpose Covered Court at Brgy. Sto. Niño, 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:

Authorized Signature:

Name of the Representative of the Bidder:

  
**PORFIRIO P. MINA**

NTP 12162025#14

## 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. 33, s. 2025 namely:

### **Improvement of Ynares Multi-Purpose Covered Court at Brgy. Sto. Niño, 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 16, 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 Two Hundred Sixty Four Thousand Four Hundred Sixty Seven Pesos & 67/100 (Php2,264,467.67)**, 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 **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 Two Million Two Hundred Sixty Four Thousand Four Hundred Sixty Seven Pesos & 67/100 (Php2,264,467.67), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Seventy Nine Thousand Three Hundred Forty Pesos & 30/100 (Php679,340.30), 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 JAN 2026 day of \_\_\_\_\_ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

**JRD-D2 ENTERPRISES**  
Entity/Firm/Corporation

By:

By:

**NINA RICCI A. 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:

**Improvement of Ynares Multi-Purpose Covered Court  
at Brgy. Sto. Niño, Tanay, Rizal**

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

Doc No. 69  
Page No. 5  
Book No. 1  
Series 20 24

**NOTARY PUBLIC**  
*SADE*  
ATTY. MARIA SALVE C. RUBAYA-ADAMO  
Notary Commission No. 25-25/Antipolo, C.  
Attorney's Roll No. 54170  
IBP Lifetime Roll No. 0404 R&W Chapter  
MCLE Compliance No. VII:U011430/A-3, 20  
PTR No. 2508667A, JAN. 5, 2025/ Rizal



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

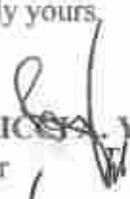
Dear Mr. Ubiadas:

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 Multi-Purpose Covered Court at Marvi Hills Subd., Brgy. Gulod Malaya, San Mateo, 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:

  
EDGARDO M. UBIADAS

NTP 12162025#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 -

**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. 33, s. 2025 namely:

**Repair/Repainting of Ynares Multi-Purpose Covered Court at Marvi Hills  
Subdivision, Brgy. Gulod Malaya, San Mateo, 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 16, 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 Eighty Four Thousand Six Hundred Forty Nine Pesos & 76/100 (Php2,584,649.76), 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 Ninety Two (92) 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 Five Hundred Eighty Four Thousand Six Hundred Forty Nine Pesos & 76/100 (Php2,584,649.76)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Seventy Five Thousand Three Hundred Ninety Four Pesos & 93/100 (Php775,394.93)**, 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 th day of August of \_\_\_\_\_ at Antipolo City.

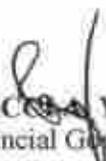
RIZAL PROVINCIAL GOVERNMENT

KIT UBIADAS CONSTRUCTION CORPORATION

Entity/Firm/Corporation

By:

By:

  
NINA RICARDO 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, 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:

**Repair/Repainting of Ynares Multi-Purpose Covered Court at Marvi Hills  
Subdivision, Brgy. Gulod Malaya, San Mateo, Rizal**

WITNESS MY HAND AND SEAL this 14<sup>th</sup> day of JAN 2022, at Rizal Provincial Capitol, Antipolo City.

Doc No. 70  
Page No. 10  
Book No. 1  
Series 20 20

**NOTARY PUBLIC**

*[Signature]*  
**ATTY. MARIA SALVE E. RUBAYA-ADAMOS**  
Notarial Commission App. No. 26-25, Antipolo, Cit  
Attorney's R. No. 55370  
IBP Lifetime Roll No. 2504, RSM Chapter  
MCLE Compliance No. V.11-001430, A. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100  
PTR No. 25088267A, JAN. 5, 2022, Rizal

*[Signature]*

*[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

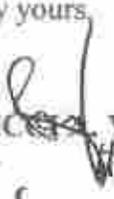
Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the **Improvement of Ynares Multi-Purpose Covered Court at Marvi Hills Subd., Brgy. Gulod Malaya, San Mateo, 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 RICARDO 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 12162025#16

## 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. 33, s. 2025 namely:

### Improvement of Ynares Multi-Purpose Covered Court at Marvi Hills Subdivision, Brgy. Gulod Malaya, San Mateo, 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 16, 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 Fifty Three Thousand Six Hundred Forty Seven Pesos & 82/100 (Php1,053,647.82), 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 Fifty Three Thousand Six Hundred Forty Seven Pesos & 82/100 (Php1,053,647.82)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Sixteen Thousand Ninety Four Pesos & 35/100 (Php316,094.35)**, 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

KIT UBIADAS CONSTRUCTION CORPORATION  
Entity/Firm/Corporation

By:

By:

  
NINA RICCA VNARES  
Provincial Governor

  
EDGARBO 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, 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:

**Improvement of Ynares Multi-Purpose Covered Court at Marvi Hills  
Subdivision, Brgy. Gulod Malaya, San Mateo, Rizal**

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

Doc No. 75  
Page No. 16  
Book No. 1  
Series 20 24

**NOTARY PUBLIC**

*[Signature]*  
ATTY. MARIA SALVE C. RUBAYA-27775  
Notarial Commission Appt. No. 35-25/Antipolo, City  
Attorney's Roll No. 5532  
IRP Lifetime Roll No. 0904 / OSM Chapter  
MCLE Compliance No. VIII-001130/Aug. 4, 2024  
PTR No. 25088667A / JAN. 5, 2024 / Rizal

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*



Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

19 January, 2026

**MR. ARVIN JUREL B. CORTEZ**  
**CORTEZ SANTOS CONST. & SUPPLY CORP.**  
San Mateo, Rizal

Dear Mr. Cortez:

The attached Contract Agreement having been approved, notice is hereby given to **CORTEZ SANTOS CONST. & SUPPLY CORP.** that work may proceed on the **Repair/ Repainting of Ynares Multi-Purpose Covered Court** at Brgy. Geronimo, 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 RICCIA A. YNARES**  
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:

  
ARVIN JUREL B. CORTEZ

NTP 12162025#17

## 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 -

**CORTEZ SANTOS CONSTRUCTION & SUPPLY 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 San Mateo, Rizal, and herein represented by its Proprietor/President/General Manager, ARVIN JUREL B. CORTEZ, of legal age, Filipino citizen, single/married and a resident of San Mateo, 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. 33, s. 2025 namely:

### **Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Geronimo, 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 16, 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 Six Hundred Fifty Two Thousand Eighty Nine Pesos & 18/100 (Php2,652,089.18), 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 (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 Two Million Six Hundred Fifty Two Thousand Eighty Nine Pesos & 18/100 (Php2,652,089.18), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Ninety Five Thousand Six Hundred Twenty Six Pesos & 75/100 (Php795,626.75), 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.

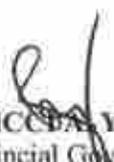
IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 9 <sup>Jan</sup> day of 2023 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

CORTEZ SANTOS CONST. & SUPPLY CORP.  
Entity/Firm/Corporation

By:

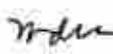
By:

  
NINA RICCI D. YNARES  
Provincial Governor

  
ARVIN JURE B. CORTEZ  
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 A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
<u>ARVIN JUREL B. CORTEZ</u>	<u>TIN No. 254-234-000</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. Geronimo, Montalban, Rizal**

WITNESS MY HAND AND SEAL this 19 day of July 2025, at Rizal Provincial Capitol, Antipolo City.

Doc No. 14  
Page No. 4  
Book No. 1  
Series 20 24

ATTY. MARIA SALVE C. RUBAYA  
NOTARY PUBLIC  
Notarial Commission Appt. No. 28-25/Antipolo, City  
Attorney's Rol. No. 5372  
IBP Lifetime Roll No. 8904 / JSM Charter  
MCLE Compliance No. VIII-0011430/Aug. 6, 2021  
PTR No. 25088667A, JAN. 5, 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. EDGARDO M. UBIADAS**  
**KIT UBIADAS CONSTRUCTION CORP.**  
Binangonan, Rizal

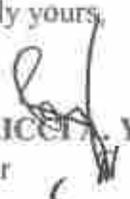
Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the **Repair/Repainting of Ynares Multi-Purpose Covered Court at Eastwood Greenview Subd., Phase 4B, 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 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 12162025#18

# CONTRACT AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

18

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. 33, s. 2025 namely:

**Repair/Repainting of Ynares Multi-Purpose Covered Court at Eastwood Greenview Subdivision, Phase 4B, 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 16, 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 Twenty Three Thousand Three Hundred Ninety Seven Pesos & 57/100 (Php2,323,397.57)**, Philippine Currency.

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

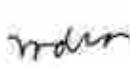
1. The whole works subject matter of this Agreement shall be completed within **Eighty Eight (88)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government 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 Twenty Three Thousand Three Hundred Ninety Seven Pesos & 57/100 (Php2,323,397.57), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Seven Thousand Nineteen Pesos & 27/100 (Php697,019.27), 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 9 th day of July 2025  
at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

KIT UBIADAS CONSTRUCTION CORPORATION  
Entity/Firm/Corporation

By:

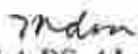
By:

  
NINA RICCI AYNARES  
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>	TIN No. 008-410-689	_____	_____

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 Eastwood  
Greenview Subdivision, Phase 4B, Brgy. San Isidro, Marikina City, Rizal**

WITNESS MY HAND AND SEAL this 19 day of SEPTEMBER 2025, at Rizal Provincial Capitol, Antipolo City.

Doc No. 73  
Page No. 16  
Book No. 1  
Series 20 24

**ATTY. MARIA SILVEL RUBAYA**  
Notarial Commission Appt. No. 26-25/Antipolo, City  
Attorney's Roll No. 5532  
IBP Lifetime Roll No. 0904 / ASM Chapter  
MCLE Compliance No. Vol-0011430/Aug. 6, 2021  
PTR No. 2508667A, JAN. 5, 2020, Rizal

*[Handwritten signature]*

*[Handwritten signature]*

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*[Handwritten signature]*



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 **Improvement of Ynares Multi-Purpose Covered Court at Kasiglahan Village Phase 1C, Brgy. San Jose, 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,

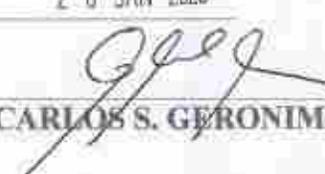
  
**NINA RICCI A. YNARES**  
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:

  
CARLOS S. GERONIMO

NTP 12162025#19

## 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 -

**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. 33, s. 2025 namely:

**Improvement Ynares Multi-Purpose Covered Court at Kasiglahan Village  
Phase 1C, Brgy. San Jose, 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 16, 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 Twenty Seven Thousand Nine Pesos & 64/100 (Php2,327,009.64), 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 Eighty Eight (88) 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 Twenty Seven Thousand Nine Pesos & 64/100 (Php2,327,009.64), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Eight Thousand One Hundred Two Pesos & 89/100 (Php698,102.89), 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.

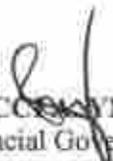
IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19 day of July 2025  
at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

CSGER CONSTRUCTION CORPORATION  
Entity/Firm/Corporation

By:

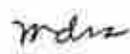
By:

  
NINA RICCI NARES  
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>	TIN No. <u>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:

**Improvement Ynares Multi-Purpose Covered Court at Kasiglahan Village  
Phase 1C, Brgy. San Jose, Montalban, Rizal**

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

Doc No. 17  
Page No. 14  
Book No. 1  
Series 20 24

**NOTARY PUBLIC**  
ATTY. MARIA SALVE C. RUBAYA-2025  
Notarial Commission Appt. No. 25-25/17-Antipolo City  
Attorney's P.O.N. No. 1532  
IBP Lifetime Roll No. 1174-1532-01-100  
MCLE Compliance No. 117-0111-30/Jan. 1, 2024  
PTR No. 2508667A, JAN. 5, 2025, 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 Multi-Purpose Bldg. at Kasiglahan Vill. Elem. School, Brgy. San Jose, 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,

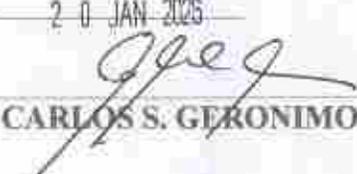
  
**NINA RICARDO YNARES**  
Governor

I acknowledge receipt of this Notice on:

20 JAN 2026

Authorized Signature:

Name of the Representative of the Bidder:

  
**CARLOS S. GERONIMO**

NTP 12162025#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 -

**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. 33, s. 2025 namely:

**Construction of 2-Storey Multi-Purpose Building at Kasiglahan Village  
Elementary School, Brgy. San Jose, 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 16, 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 Six Hundred Ninety Three Thousand Four Hundred Ninety Seven Pesos & 83/100 (Php6,693,497.83), 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 Eighty (180) 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 Six Hundred Ninety Three Thousand Four Hundred Ninety Seven Pesos & 83/100 (Php6,693,497.83)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Eight Thousand Forty Nine Pesos & 35/100 (Php2,008,049.35)**, 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

CSGER CONSTRUCTION CORPORATION  
Entity/Firm/Corporation

By:

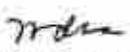
By:

  
NINA RICCI A. YNARES  
Provincial Governor

  
CARLOS GERONIMO  
Proprietor/Manager/President

WITNESSES

  
MARISSA N. CLEOFAS

  
MYLA DS. ALARCON





Republic of the Philippines  
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

**NOTICE TO PROCEED**

19 January, 2026

**MR. ARVIN JUREL B. CORTEZ**  
**CORTEZ SANTOS CONST. & SUPPLY CORP.**  
San Mateo, Rizal

Dear Mr. Cortez:

The attached Contract Agreement having been approved, notice is hereby given to **CORTEZ SANTOS CONST. & SUPPLY CORP.** that work may proceed on the **Construction of 2-Storey Multi-Purpose Bldg. (Tribal Hall)** at **Sitio Wawa, Brgy. San Rafael, 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. NARES**  
Governor

I acknowledge receipt of this Notice on:

20 JAN 2025

Authorized Signature:

Name of the Representative of the Bidder:

  
**ARVIN JUREL B. CORTEZ**

NTP 12162025#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 –

**CORTEZ SANTOS CONSTRUCTION & SUPPLY 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 San Mateo, Rizal, and herein represented by its Proprietor/President/General Manager, ARVIN JUREL B. CORTEZ, of legal age, Filipino citizen, single/married and a resident of San Mateo, Rizal, hereinafter referred to as the "**CONTRACTOR**."

WITNESSETH, That:

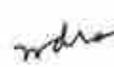
**WHEREAS**, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 33, s. 2025 namely:

**Construction of 2-Storey Multi-Purpose Building (Tribal Hall)  
at Sitio Wawa, Brgy. San Rafael, 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 16, 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 Eighty Eight Thousand Three Hundred Ninety Six Pesos & 90/100 (Php5,288,396.90), 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 Eighty Eight Thousand Three Hundred Ninety Six Pesos & 90/100 (Php5,288,396.90)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and 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 Eighty Six Thousand Five Hundred Nineteen Pesos & 07/100 (Php1,586,519.07)**, 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 Shippage, 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.

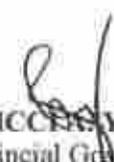
IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19 th day of July, 2009 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

CORTEZ SANTOS CONST. & SUPPLY CORP.  
Entity/Firm/Corporation

By:

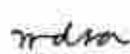
By:

  
NINA RICCI SYNARES  
Provincial Governor

  
ARVIN AURE B. CORTEZ  
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>ARVIN JUREL B. CORTEZ</u>	<u>TIN No. 254-234-000</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 Multi-Purpose Building (Tribal Hall)  
at Sitio Wawa, Brgy. San Rafael, Montalban, Rizal**

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

Doc No. 56  
Page No. 12  
Book No. 1  
Series 20 24

**NOTARY PUBLIC**  
**ATTY. MARIA SALVE C. RUBAYA**  
Notarial Commission Appt. No. 26-25/Antipolo, City  
Attorney's Roll No. 5532  
IBP Lifetime Roll No. 08047/RSM Chapter  
MCIE Compliance No. VIII-0011430/Aug. 4, 2021  
PTR No. 25088667A, JAN. 5, 2026/ Rizal

*[Handwritten signatures]*