



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 June, 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
Construction of 3-Storey 9-Rooms Ynares School Bldg. at
San Luis Elementary School, Brgy. San Luis, Antipolo City, Rizal
effective July 2, 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:


PROCOPIO S. TORRES JR.

NTP 05252026#1

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 34, Series of 2025, 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. 13, S. 2026 namely:

Construction of 3-Storey 9-Rooms Ynares School Building at San Luis Elementary School, Brgy. San Luis, Antipolo City, 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 May 25, 2026, 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 Forty Million Three Hundred Eighty Two Thousand Nine Pesos & 64/100 (Php40,382,009.64), 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 **Three Hundred Twenty (320)** 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 **Forty Million Three Hundred Eighty Two Thousand Nine Pesos & 64/100 (Php40,382,009.64)**, 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 **Twelve Million One Hundred Fourteen Thousand Six Hundred Two Pesos & 89/100 (Php12,114,602.89)**, 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 11th day of JUN 2024 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:


NINA RICCI-L. YNARES
Provincial Governor

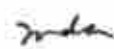
PST CONSTRUCTION
Entity/Firm/Corporation

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 RICCI A. 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:

Construction of 3-Storey 9-Rooms Ynares School Building at San Luis Elementary School, Brgy. San Luis, Antipolo City, Rizal

WITNESS MY HAND AND SEAL this 29 JUN 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

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Page No. 24
Book No. 1
Series 20 24

NOTARY PUBLIC
ATTY. MARIA SANEZ RUBAYA ADAMOS
Notarial Commission Appt. No. 26-25/Antipolo City
Attorney's Roll No. 55310
IBP Lifetime Roll No. 08042/RSM Chapter
NICS Compliance No. WIO 0011130 (Reg. 1, 2018)
PTR No. 2576667A, JAN. 5, 2017 (Acp)



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 June, 2026

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to **FLAG CONSTRUCTION CORP.** that work may proceed on the
Construction of 3-Storey 9-Rooms Ynares School Bldg. at
Tagpos Elementary School, Brgy. Tagpos, Binangonan, Rizal
effective July 2, 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.

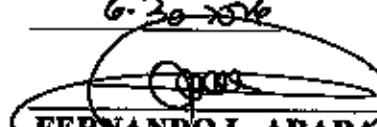
Very truly yours,


NINA RICCI YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

6-30-2026

FERNANDO L. ARADA

NTP 05252026#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. 34, Series of 2025, herein referred to as the "PROVINCE."

- and -

FLAG 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, **FERNANDO ARADA**, of legal age, Filipino citizen, single/married and a resident of Binangonan, Rizal, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. RPSB Res. # 3, S. 2026 namely:

**Construction of 3-Storey 9-Rooms Ynares School Building at
Tagpos Elementary School, Brgy. Tagpos, Binangonan, Rizal**

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last May 25, 2026, 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 Thirty Eight Million Two Hundred Forty Nine Thousand Twenty Seven Pesos & 49/100 (Php38,249,027.49), 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 Three Hundred (300) 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 Thirty Eight Million Two Hundred Forty Nine Thousand Twenty Seven Pesos & 49/100 (Php38,249,027.49), 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 Eleven Million Four Hundred Seventy Four Thousand Seven Hundred Eight Pesos & 25/100 (Php11,474,708.25), Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice however, to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution;

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 29 day of JUN 2025
at Antipolo City.

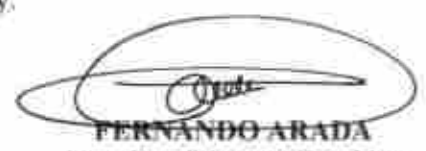
RIZAL PROVINCIAL GOVERNMENT

FLAG CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

By:


NINA RICCI A. NARES
Provincial Governor


FERNANDO ARADA
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>FERNANDO ARADA</u>	<u>TIN No. 007-885-673</u>		

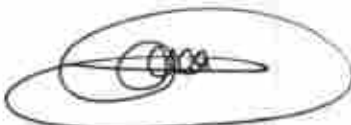
all known to me to be the same person/s who executed the foregoing instrument and acknowledged that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of four (4) pages including this page wherein this acknowledgment is written,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

**Construction of 3-Storey 9-Rooms Ynares School Building at
Tagpos Elementary School, Brgy. Tagpos, Binangonan, Rizal**

WITNESS MY HAND AND SEAL this 29 day of JUN 2026, at Rizal Provincial Capitol,
Antipolo City.

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Page No. 64
Book No. 1
Series 20 24

NOTARY PUBLIC RUBEN A. ADAMOS
Notarial Commission No. 25125 (Antipolo, City)
Notary Public's Roll No. 55320
4000 Pineda, Unit B2, 07043 (RSM) Chapter:
Notary Commission No. V010311410 (Aug. 6, 2024)
PPO No. 1220087A (JAN 5, 2019) (Rizal)









Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 June, 2026

MS. SHERYL H. CHUA
22 PRIME CONST. & REALTY DEV'T INC.
San Mateo, Rizal

Dear Ms. Chua:

The attached Contract Agreement having been approved, notice is hereby given to **22 PRIME CONST. & REALTY DEV'T INC.** that work may proceed on the **Construction of 4-Storey 12-Rooms Ynares School Bldg. at Francisco P. Felix Mem. National High School, Brgy. Sto. Domingo, Cainta, Rizal** effective **July 2, 2026 (Thursday)**.

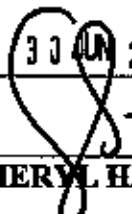
You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:


33 JUN 2026

Authorized Signature:

Name of the Representative of the Bidder:


SHERYL H. CHUA

NTP 05252026#3

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. 34, Series of 2025, herein referred to as the "**PROVINCE**."

- and -

22 PRIME CONSTRUCTION & REALTY DEVELOPMENT, INCORPORATED, 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, **SHERYL H. CHUA**, 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. RPSB Res. # 3, S. 2026 namely:

Construction of 4-Storey 12-Rooms Ynares School Building at Francisco P. Felix Memorial National High School, Brgy. Sto. Domingo, Cainta, 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 May 25, 2026, 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 Fifty Six Million Four Hundred Thirty One Thousand Fifty One Pesos & 17/100 (Php56,431,051.17), 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 Three Hundred Fifty (350) 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 Fifty Six Million Four Hundred Thirty One Thousand Fifty One Pesos & 17/100 (Php56,431,051.17), 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 Sixteen Million Nine Hundred Twenty Nine Thousand Three Hundred Fifteen Pesos & 35/100 (Php16,929,315.35), 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 21st day of JULY 2025 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT 22 PRIME CONSTRUCTION & REALTY DEV'T, INC.
Entity/Firm/Corporation

By:


NINA RICCI YNARES
Provincial Governor

By:


SHERYL H. CHUA
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>SHERYL H. CHUA</u>	<u>TIN No. 009-936-485</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 4-Storey 12-Rooms Ynares School Building at Francisco P. Felix
Memorial National High School, Brgy. Sto. Domingo, Cainta, Rizal**

WITNESS MY HAND AND SEAL this 29 day of JUN 2026, at Rizal Provincial Capitol,
Antipolo City.

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NOTARY PUBLIC


ATTY. MARIA SALVOR C. RUBAYA-ADAMOS
Notarial Commission Apot. No. 25-25/Antipolo, City
Attorney's Roll No. 55320
LSP Division - JAL No. 02047/RSM Chapter
MCA Computerized Roll No. 02047/RSM Chapter
PTR No. 110004576, JAL No. 5, 20207 Rizal





Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 June, 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 4-Storey 12-Rooms Ynares School Bldg. at Gen. Licerio
Geronimo Mem. National High School, Brgy. Geronimo, Montalban, Rizal
effective July 2, 2026 (Thursday).

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

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

Very truly yours,

NINA RICCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

30 JUN 2026

Authorized Signature:

Name of the Representative of the Bidder:

CARLOS S. GERONIMO

NTP 05252026#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. 34, Series of 2025, 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. RPSB Res. # 3, S. 2026 namely:

Construction of 4-Storey 12-Rooms Ynares School Building at Gen. Licerio Geronimo Memorial National High School, 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 May 25, 2026, 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 Fifty Seven Million Six Hundred Thirty Nine Thousand Five Hundred Fifty Four Pesos & 61/100 (Php57,639,554.61), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Three Hundred Thirty Six (336) 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 Fifty Seven Million Six Hundred Thirty Nine Thousand Five Hundred Fifty Four Pesos & 61/100 (Php57,639,554.61) 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 Seventeen Million Two Hundred Ninety One Thousand Eight Hundred Sixty Six Pesos & 38/100 (Php17,291,866.38), 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 29 day of July 2010 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

CSGER CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

By:


NINA RICCIA VNARES
Provincial Governor


CARLOS GERONIMO
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
<u>CARLOS GERONIMO</u>	<u>TIN No. 009-082-732</u>		

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

Construction of 4-Storey 12-Rooms Ynares School Building at Gen. Licerio Geronimo Memorial National High School, Brgy. Geronimo, Montalban, Rizal

WITNESS MY HAND AND SEAL this 29 day of JULY, at Rizal Provincial Capitol, Antipolo City.

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Book No. 1
Series 20 26

NOTARY PUBLIC
ATTY. MARIA SALVE C. RUBIA ADAMOS
Notarial Commission Appt. No. 26-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 09047/RSM Chapter
MCIT No. 0011430/Aug. 5, 2011
JULY 29, 2031

San
Bay
mda



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 June, 2026

MR. ALEX A. SUELILA
A. SUELILA CONSTRUCTION
Morong, Rizal

Dear Mr. Suelila:

The attached Contract Agreement having been approved, notice is hereby given to
A. SUELILA CONSTRUCTION that work may proceed on the
Construction of 3-Storey 15-Rooms Ynares School Bldg. at
Quisao Elementary School, Brgy. Quisao, Pililla, Rizal
effective July 2, 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.

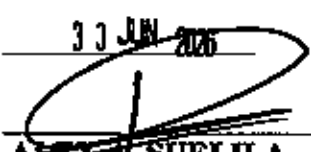
Very truly yours,


NINA RIOS YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

33 JUN 2026

ALEX A. SUELILA

NTP 05252026#5

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. 34, Series of 2025, herein referred to as the "**PROVINCE**."

- and -

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. RPSB Res. # 3, S. 2026 namely:

**Construction of 3-Storey 15-Rooms Ynares School Building at
Quisao Elementary School, 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 May 25, 2026, 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 Fifty Seven Million Eight Hundred Twenty Two Thousand One Hundred Ninety Eight Pesos & 65/100 (Php57,822,198.65), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Three Hundred Sixty Five (365) 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 Conformie 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 of Fifty Seven Million Eight Hundred Twenty Two Thousand One Hundred Ninety Eight Pesos & 65/100 (Php57,822,198.65), 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 Seventeen Million Three Hundred Forty Six Thousand Six Hundred Fifty Nine Pesos & 60/100 (Php17,346,659.60), Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

16. Disputes arising from this Agreement shall be resolved through arbitration or alternative dispute resolution mechanisms in accordance with Republic Act No. 9285 (ADR Act of 2004) and Section 88 of the IRR of RA 12009. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice however, to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution;

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

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

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

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

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

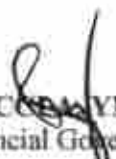
22. Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any of the provisions of this Agreement, the bidding documents or any agreement and/or undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 28th day of July 2023 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:


NINA RICCI-DYNARES
N Provincial Governor

A. SUELILA CONSTRUCTION
Entity/Firm/Corporation

By:


ALEX SUELILA
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>ALEX SUELILA</u>	TIN No. 922-882-249		

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 3-Storey 15-Rooms Ynares School Building at
Quisao Elementary School, Brgy. Quisao, Pililla, Rizal**

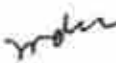
WITNESS MY HAND AND SEAL this 29 day of SEP 2025, at Rizal Provincial Capitol, Antipolo City.

Doc No. 47
Page No. 55
Book No. 1
Series 20 24

NOTARY PUBLIC


ATTY. MARIA SAUL E. RUBAYA-ADAMOS
Notarial Commission Appt. No. 25-25/Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime: 11 No. 09047/HSM Chapter
MUE Exp. Date: No. 001-2025430/Aug. 6, 2024
PVB No. 000000174 JAN. 3, 2025/Rizal





Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 June, 2026

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to **FLAG CONSTRUCTION CORP.** that work may proceed on the
Construction of 3-Storey 8-Rooms Ynares School Bldg. at San Mateo
National High School, Brgy. Guitnang Bayan I, San Mateo, Rizal
effective July 2, 2026 (Thursday).

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

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

Very truly yours,

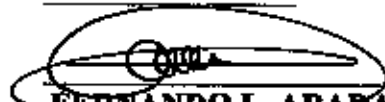

NINA RICCI AYNARES
Governor

I acknowledge receipt of this Notice on:

6.30.2026

Authorized Signature:

Name of the Representative of the Bidder:


FERNANDO L. ARADA

NTP 05252026#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. 34, Series of 2025, herein referred to as the "**PROVINCE**."

- and -

FLAG 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, **FERNANDO ARADA**, of legal age, Filipino citizen, single/married and a resident of Binangonan, Rizal, hereinafter referred to as the "**CONTRACTOR**."

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. RPSB Res. # 4, S. 2026 namely:

Construction of 3-Storey 8-Rooms Ynares School Building at San Mateo National High School, Brgy. Guitnang Bayan I, 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 May 25, 2026, 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 Thirty Six Million Nine Hundred One Thousand Eight Hundred Thirty Five Pesos & 78/100 (Php36,901,835.78), 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 Two Hundred Ninety Two (292) 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 Thirty Six Million Nine Hundred One Thousand Eight Hundred Thirty Five Pesos & 78/100 (Php36,901,835.78), 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 Eleven Million Seventy Thousand Five Hundred Fifty Pesos & 73/100 (Php11,070,550.73), 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 29 day of July at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

FLAG CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

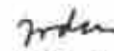
By:


NINA RICCI AYNARES
Provincial Governor


FERNANDO ARADA
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>FERNANDO ARADA</u>	TIN No. 007-885-673		

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 3-Storey 8-Rooms Ynares School Building at San Mateo National High School, Brgy. Guitnang Bayan I, San Mateo, Rizal

WITNESS MY HAND AND SEAL this 29 day of May, 2021, at Rizal Provincial Capitol, Antipolo City.

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Series 20 24

NOTARY PUBLIC

ALVIN S. RIVERA, Jr.
Notary Public for the Philippines
Roll No. 55379
Exp. Date: 03/03/2028
P.O. Box 1111, Antipolo City, Rizal
Tel. No. 02-885-673











Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 June, 2026

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to
OLIVER AQUINO CONSTRUCTION that work may proceed on the
Construction of 3-Storey 9-Rooms Ynares School Bldg. at
Corazon C. Aquino Elementary School, Brgy. Dolores, Taytay, Rizal
effective July 2, 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:

6-30-26

Authorized Signature:

Name of the Representative of the Bidder:


OLIVER O. AQUINO

NTP 05252026#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. 34, Series of 2025, herein referred to as the "**PROVINCE**."

- and -

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. RPSB Res. # 3, S. 2026 namely:

Construction of 3-Storey 9-Rooms Ynares School Building at Corazon C. Aquino Elementary School, Brgy. Dolores, Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last May 25, 2026, 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 Thirty Eight Million Three Hundred Ninety Seven Thousand Six Hundred Eleven Pesos & 73/100 (Php38,397,611.73), 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 Three Hundred Ten (310) 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 Thirty Eight Million Three Hundred Ninety Seven Thousand Six Hundred Eleven Pesos & 73/100 (Php38,397,611.73), 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 Eleven Million Five Hundred Nineteen Thousand Two Hundred Eighty Three Pesos & 52/100 (Php11,519,283.52), 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 29 day of JAN 2026 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

OLIVER AQUINO CONSTRUCTION
Entity/Firm/Corporation

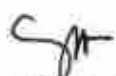
By:

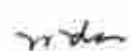
By:


NINA RECCLA YNARES
Provincial Governor


OLIVER AQUINO
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
<u>OLIVER AQUINO</u>	<u>TIN No. 182-311-289</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 3-Storey 9-Rooms Ynares School Building at Corazon
C. Aquino Elementary School, Brgy. Dolores, Taytay, Rizal**

WITNESS MY HAND AND SEAL this 29 JUN 2026 day of JUN 2026, at Rizal Provincial Capitol,
Antipolo City.

Doc No. 419
Page No. 55
Book No. 1
Series 20 24


ATTY. MARIA SALVE C. RUBAYA-ADAMOS
NOTARY PUBLIC
Notarial Commission No. 123456789, Antipolo, City
Attorney's Roll No. 55320
IBP Lifetime Roll No. 09047/RSM Chapter
MCLE Compliance No. VIII-0011430/Aug. 6, 2024
PTR No. 25080667A, JAN. 5, 2019, Rizal









Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 June, 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
Construction of 4-Storey 12-Rooms Ynares School Bldg. at
San Isidro Elementary School, Brgy. San Isidro, Taytay, Rizal
effective July 2, 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: 
PROCOPIO S. TORRES JR.

NTP 05252026#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. 34, Series of 2025, 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. RPSB Res. # 3, S. 2026 namely:

Construction of 4-Storey 12-Rooms Ynares School Building at San Isidro Elementary School, 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 May 25, 2026, 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 Fifty Six Million Three Hundred Thirty Two Thousand Nine Hundred Forty Four Pesos & 91/100 (Php56,332,944.91), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Three Hundred Forty Four (344) 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 Fifty Six Million Three Hundred Thirty Two Thousand Nine Hundred Forty Four Pesos & 91/100 (Php56,332,944.91), 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 Sixteen Million Eight Hundred Ninety Nine Thousand Eight Hundred Eighty Three Pesos & 47/100 (Php16,899,883.47), 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 29 JUN day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:


NINA RICCI YNARES
Provincial Governor

PST CONSTRUCTION
Entity/Firm/Corporation

By:


PROCOPIO S. TORRES, JR.
Proprietor/Manager/President

WITNESSES


MARISSA N. CLEOFAS


MYLA D.S. ALARCON



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

29 June, 2026

MS. SHERYL H. CHUA
22 PRIME CONST. & REALTY DEV'T INC.
San Mateo, Rizal

Dear Ms. Chua:

The attached Contract Agreement having been approved, notice is hereby given to
22 PRIME CONST. & REALTY DEV'T INC. that work may proceed on the
Construction of 4-Storey 16-Rooms Ynares School Bldg. at
University of Rizal System-Pililla Campus, Brgy. Bagumbayan, Pililla, Rizal
effective July 2, 2026 (Thursday).

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

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

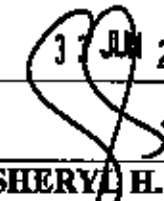
Very truly yours,


NINA RICCA YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:


31 JUN 2026
SHERYL H. CHUA

NTP 05252026#9

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between;

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Philippines laws, with seat of government and principal address at Rizal Provincial Capitol Building, Ynares Center Compound, Circumferential Road corner P. Oliveros Street, Barangay San Roque, Antipolo City, represented in this act by its **PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Appropriation Ordinance No. 34, Series of 2025, herein referred to as the "**PROVINCE**,"

- and -

22 PRIME CONSTRUCTION & REALTY DEVELOPMENT, INCORPORATED, 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, SHERYL H. CHUA, of legal age, Filipino citizen, single/married and a resident of San Mateo, Rizal, hereinafter referred to as the "**CONTRACTOR**."

WITNESSETH, That:

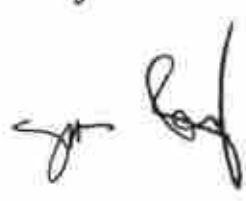
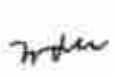
WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. 34, S. 2025 namely:

Construction of 4-Storey 16-Rooms Ynares School Building at University of Rizal System-Pililla Campus, Brgy. Bagumbayan, Pililla, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last May 25, 2026, 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 Seventy Two Million Eight Hundred Thousand Three Hundred Fifty Four Pesos & 13/100 (Php72,800,354.13), 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 **Three Hundred Eighty (380)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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- a. Philippine Bidding Documents
 - i. Drawing/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders;
 - v. Bid Date Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROVINCE's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract; and
 - ix. Supplemental Bid Bulletins, if any.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;
 - d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Seventy Two Million Eight Hundred Thousand Three Hundred Fifty Four Pesos & 13/100 (Php72,800,354.13), 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 Twenty One Million Eight Hundred Forty Thousand One Hundred Six Pesos & 24/100 (Php21,840,106.24), 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 23 day of July 2020 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT 22 PRIME CONSTRUCTION & REALTY DEV'T, INC.
Entity/Firm/Corporation

By:


NINA RICCI-MYNARES
Provincial Governor

By:


SHERYL H. CHUA
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, 2023	DFA Manila
<u>SHERYL H. CHUA</u>	<u>TIN No. 009-936-485</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 4-Storey 16-Rooms Ynares School Building at University of Rizal System-Pililla Campus, Brgy. Bagumbayan, Pililla, Rizal

WITNESS MY HAND AND SEAL this _____ day of SEP 2023, at Rizal Provincial Capitol,
Antipolo City

Doc No. 921
Page No. 89
Book No. 1
Series 20 26

NOTARY PUBLIC

LETY, MARIA SALVE C. RUSAYA-ADAMOS
Notarial Commission App. No. 26-25/Antipolo, City
Attorney's Roll No. SE320
CEP (Filing Unit) No. C9047/RSR Chapter
NCR Compliance No. VIO-0011430/Aug. 8, 2024
PTB No. 252606674, JAN. 5, 2024/Rizal

