Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

MS. LAURA L. MARRON
L.L. MARRON CONST. & TRADING
Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to **L.L. MARRON CONST. & TRADING** that work may proceed on the **Asphalt Overlaying with Concrete Reblocking (portion) of Woodpecker St., Meralco Village, Brgy. Mahabang Parang, Angono, Rizal** effective **September 12, 2026 (Saturday),**

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: 9/10-2026

Authorized Signature:
Name of the Representative of the Bidder: **LAURA L. MARRON**

NTP 08112026#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 –

L. L. MARRON CONSTRUCTION & TRADING, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Binangonan, Rizal**, and herein represented by its Proprietor/President/General Manager, **LAURA L. MARRON**, 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. **03, S. 2026** namely:

Asphalt Overlaying with Concrete Reblocking (portion) of Woodpecker Street, Meralco Village, Brgy. Mahabang Parang, Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Four Million Nine Thousand Five Hundred Forty Seven Pesos & 48/100 (Php4,009,547.48)**, Philippine Currency.

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

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Four Million Nine Thousand Five Hundred Forty Seven Pesos & 48/100 (Php4,009,547.48)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Million Two Hundred Two Thousand Eight Hundred Sixty Four Pesos & 24/100 (Php1,202,864.24)**, 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 09 SEP 2025 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES
Provincial Governor

L. L. MARRON CONSTRUCTION & TRADING
Entity/Firm/Corporation

By:

LAURA L. MARRON
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
LAURA L. MARRON	TIN No. 236-059-376	_____	_____

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

Asphalt Overlaying with Concrete Reblocking (portion) of Woodpecker Street, Meralco Village, Brgy. Mahabang Parang, Angono, Rizal

09 SEP 2026

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

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Series 20 26

NOTARY PUBLIC

ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 26-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55120
IBP Lifetime Roll No. 69047/ RSM Chapter
MCLE Comp. No. VIII-0011430/Aug. 5, 2024
PTR No. 2508955A/Jan. 5, 2026/ Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

MS. LAURA L. MARRON
L.L. MARRON CONST. & TRADING
Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to **L.L. MARRON CONST. & TRADING** that work may proceed on the **Asphalt Overlaying with Concrete Reblocking (portion) of Kinglet St., Meralco Village, Brgy. Mahabang Parang, Angono, Rizal** effective **September 12, 2026 (Saturday).**

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: 9.10.2026

Authorized Signature:
Name of the Representative of the Bidder: **LAURA L. MARRON**

NTP 08112026#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 –

L. L. MARRON CONSTRUCTION & TRADING, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Binangonan, Rizal**, and herein represented by its Proprietor/President/General Manager, **LAURA L. MARRON**, 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. **03, S. 2026** namely:

Asphalt Overlaying with Concrete Reblocking (portion) of Kinglet Street, Meralco Village, Brgy. Mahabang Parang, Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Two Million Nine Hundred Sixty Nine Thousand Four Hundred Eighty Nine Pesos & 76/100 (Php2,969,489.76)**, Philippine Currency.

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

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Two Million Nine Hundred Sixty Nine Thousand Four Hundred Eighty Nine Pesos & 76/100 (Php2,969,489.76)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Eight Hundred Ninety Thousand Eight Hundred Forty Six Pesos & 93/100 (Php890,846.93)**, Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 09 SEP 2020 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT	**L. L. MARRON CONSTRUCTION & TRADING** Entity/Firm/Corporation
By:	By:
NINA RICCIA A. YNARES Provincial Governor	**LAURA L. MARRON** 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
LAURA L. MARRON	TIN No. 236-059-376	_____	_____

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

Asphalt Overlaying with Concrete Reblocking (portion) of Kinglet Street, Meralco Village, Brgy. Mahabang Parang, Angono, Rizal

WITNESS MY HAND AND SEAL this _____ day of 0 9 SEP 2026, at Rizal Provincial Capitol, Antipolo City.

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NOTARY PUBLIC
ATTY. MARIA SALVE C. RUBATA-ADAMOS
Notarial Commission Appt. No. 25-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55320
IBP Lifetime Roll No. 06047/ RSM Chapter
MCLE Comp. No. VIII-0011430 / Aug. 6, 2024
PTR No. 2509856TA / Jan. 5, 2026 / Rizal

L Marron

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Cruz:

The attached Contract Agreement having been approved, notice is hereby given to **A.L. CRUZ BUILDERS CONST.CORP.** that work may proceed on the **Improvement of Ynares Multi-Purpose Covered Court and Stage at Baytown Homes, Brgy. Kalayaan, Angono, Rizal** effective **September 12, 2026 (Saturday).**

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: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **ARNEL L. CRUZ**

NTP 08112026#3

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 3

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.L. CRUZ BUILDERS 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 **Taytay, Rizal**, and herein represented by its Proprietor/President/General Manager, **ARNEL CRUZ**, of legal age, Filipino citizen, single/married and a resident of **Taytay, Rizal**, hereinafter referred to as the **"CONTRACTOR."**

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **04, S. 2026** namely:

Improvement of Ynares Multi-Purpose Covered Court and Stage at Baytown Homes, Brgy. Kalayaan, Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Three Million Two Hundred Sixty Four Thousand Eight Pesos & 47/100 (Php3,264,008.47)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **One Hundred (100)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Three Million Two Hundred Sixty Four Thousand Eight Pesos & 47/100 (Php3,264,008.47)**,Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Nine Hundred Seventy Nine Thousand Two Hundred Two Pesos & 54/100 (Php979.202.54)**, , Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this 09 SEP 2026 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT	**A.L. CRUZ BUILDERS CONSTRUCTION CORPORATION** Entity/Firm/Corporation
By:	By:
NINA RICELA A. YNARES Provincial Governor	**ARNEL CRUZ** 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
ARNEL CRUZ	TIN No. 638-084-958	_____	_____

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

Improvement of Ynares Multi-Purpose Covered Court and Stage at Baytown Homes, Brgy. Kalayaan, Angono, Rizal

WITNESS MY HAND AND SEAL this _____ day of 9 SEP 2026, at Rizal Provincial Capitol, Antipolo City.

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NOTARY PUBLIC

ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 25-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 65320
IBP Lifetime Roll No. 09047/ RSM Chapter
MCLE Comp. No. VIII-0011430 /Aug. 6, 2024
PTR No. 25083567A / Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

MS. LAURA L. MARRON
L.L. MARRON CONST. & TRADING
Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to **L.L. MARRON CONST. & TRADING** that work may proceed on the **Asphalt Overlaying with Concrete Reblocking at Cuckoo St., Meralco Vill., Brgy. Mahabang Parang, Angono, Rizal** effective **September 12, 2026 (Saturday).**

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: 10 SEP 2026

Authorized Signature: L.L. Marron
Name of the Representative of the Bidder: **LAURA L. MARRON**

NTP 08112026#4

CONTRACT AGREEMENT

4

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 –

L. L. MARRON CONSTRUCTION & TRADING, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Binangonan, Rizal**, and herein represented by its Proprietor/President/General Manager, **LAURA L. MARRON**, 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. **13, S. 2026** namely:

Asphalt Overlaying with Concrete Reblocking at Cuckoo Street, Meralco Village, Brgy. Mahabang Parang, Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **One Million One Hundred Fifty Six Thousand Five Hundred Forty Seven Pesos & 25/100 (Php1,156,547.25)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Seventy (70)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **One Million One Hundred Fifty Six Thousand Five Hundred Forty Seven Pesos & 25/100 (Php1,156,547.25)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Three Hundred Forty Six Thousand Nine Hundred Sixty Four Pesos & 18/100 (Php346,964.18)**, 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 _____ day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI L. YNARES
Provincial Governor

L. L. MARRON CONSTRUCTION & TRADING
Entity/Firm/Corporation

By:

LAURA L. MARRON
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
LAURA L. MARRON	TIN No. 236-059-376	_____	_____

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

Asphalt Overlaying with Concrete Reblocking at Cuckoo Street, Meralco Village, Brgy. Mahabang Parang, Angono, Rizal

WITNESS MY HAND AND SEAL this 09 SEP 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

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NOTARY PUBLIC

ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 26-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 58328
IBP Lifetime Roll No. 09047/ RSM Chapter
MCLE Comp. No. VIII-0011430/Aug. 5, 2024
PTR No. 2508864TA/ Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to **L. EUSEBIO ACE DEV'T CORP.** that work may proceed on the

Asphalt Overlaying with Concrete Reblocking of
C. Bolado Ave. (portion), Brgy. Tatala, Binangonan, Rizal

effective **September 12, 2026 (Saturday).**

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 RICCHA. YNARES
Governor

I acknowledge receipt of this Notice on: 11 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **JUAN PAOLO MIGUEL E. MANLAPIT**

NTP 08112026#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 –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **03, S. 2026** namely:

Asphalt Overlaying with Concrete Reblocking of C. Bolado Avenue (portion), Brgy. Tatala, 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 **August 11, 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 **Seven Million Six Hundred Eighteen Thousand Five Pesos & 62/100 (Php7,618,005.62)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **One Hundred (100)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Seven Million Six Hundred Eighteen Thousand Five Pesos & 62/100 (Php7,618,005.62)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Two Million Two Hundred Eighty Five Thousand Four Hundred One Pesos & 69/100 (Php2,285,401.69)**, , Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. TANARES
Provincial Governor

L. EUSEBIO ACE DEVELOPMENT CORPORATION
Entity/Firm/Corporation

By:

JUAN PAULO MIGUEL E. MANLAPIT
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
JUAN PAULO MIGUEL E. MANLAPIT	TIN No. 000-159-917	_____	_____

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

Asphalt Overlaying with Concrete Reblocking of C. Bolado Avenue (portion), Brgy. Tatala, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 09 SEP 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

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NOTARY PUBLIC
ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 26-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55120
IBP Lifetime Roll No. 09047/ RSM Chapter
MCLE Comp. No. VIII-0011438/Aug. 6, 2024
PTR No. 25086567A / Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

MS. LAURA L. MARRON
L.L. MARRON CONST. & TRADING
Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to **L.L. MARRON CONST. & TRADING** that work may proceed on the **Asphalt Overlaying with Concrete Reblocking at Brgy. Pantok, Binangonan, Rizal** effective **September 12, 2026 (Saturday).**

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: 10 SEP 2026

Authorized Signature: LLMarron
Name of the Representative of the Bidder: **LAURA L. MARRON**

NTP 08112026#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 –

L. L. MARRON CONSTRUCTION & TRADING, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Binangonan, Rizal**, and herein represented by its Proprietor/President/General Manager, **LAURA L. MARRON**, 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. **14, S. 2026** namely:

Asphalt Overlaying with Concrete Reblocking of Brgy. Pantok, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Fifteen Million Forty Six Thousand Four Hundred Ninety Seven Pesos & 85/100 (Php15,046,497.85)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **One Hundred (100)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Fifteen Million Forty Six Thousand Four Hundred Ninety Seven Pesos & 85/100 (Php15,046,497.85)**, 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 **Four Million Five Hundred Thirteen Thousand Nine Hundred Forty Nine Pesos & 36/100 (Php4,513,949.36)**, Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCIA A. YNARES
Provincial Governor

L. L. MARRON CONSTRUCTION & TRADING
Entity/Firm/Corporation

By:

LAURA L. MARRON
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
LAURA L. MARRON	TIN No. 236-059-376	_____	_____

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

Asphalt Overlaying with Concrete Reblocking of Brgy. Pantok, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 0 8 SEP 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

Doc No. 44
Page No. 10
Book No. I
Series 20 26

NOTARY PUBLIC

ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 26-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55329
IBP Lifetime Roll No. 09047/ RSM Chapter
MCLE Comp. No. VIII-0011430 /Aug. 8, 2024
PTR No. 2508657A / Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the

Construction of 3-Seater Comfort Room at Pilapila Elem. School, Brgy. Pilapila, Binangonan, Rizal

effective **September 12, 2026 (Saturday).**

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

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

Very truly yours,

NINA RICCIA A. YNARES
Governor

I acknowledge receipt of this Notice on: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **EDGARDO M. UBIADAS**

NTP 08112026#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 –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No, **RPSB Res. #1, S. 2026** namely:

Construction of 3-Seater Comfort Room at Pilapila Elementary School, Brgy. Pilapila, 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 **August 11, 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 **Eight Hundred Sixty Six Thousand One Hundred Pesos & 26/100 (Php866,100.26)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Sixty Four (64)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Eight Hundred Sixty Six Thousand One Hundred Pesos & 26/100 (Php866,100.26)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Two Hundred Fifty Nine Thousand Eight Hundred Thirty Pesos & 08/100 (Php259,830.08)**, Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCELA L. YNARES
Provincial Governor

KIT UBIADAS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
EDGARDO M. UBIADAS	TIN No. 008-410-689		

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

Construction of 3-Seater Comfort Room at Pilapila Elementary School, Brgy. Pilapila, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 08 day of SEP 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 449
Page No. 90
Book No. 7
Series 20 26.

NOTARY PUBLIC

ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 26-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55320
IBP Lifetime Roll No. 09047/ RSM Chapter
MCLE Comp. No. VIII-0011438 /Aug. 8, 2024
PTR No. 25080667A / Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the

Repair/Repainting of Comfort Rooms at Don Jose M. Ynares Sr. Mem. National High School, Brgy. San Carlos, Binangonan, Rizal

effective **September 12, 2026 (Saturday).**

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: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **EDGARDO M. UBIADAS**

NTP 08112026#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 –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **RPSB Res. #1, S. 2026** namely:

Repair/Repainting of Comfort Rooms at Don Jose M. Ynares Sr., Memorial National High School, Brgy. San Carlos, 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 **August 11, 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 **Two Million Three Hundred Nineteen Thousand Seven Hundred Fifty One Pesos & 03/100 (Php2,319,751.03)**, Philippine Currency.

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

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Two Million Three Hundred Nineteen Thousand Seven Hundred Fifty One Pesos & 03/100 (Php2,319,751.03)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Six Hundred Ninety Five Thousand Nine Hundred Twenty Five Pesos & 31/100 (Php695,925.31)**, Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 08 SEP 2025 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCA A. YNARES
Provincial Governor

KIT UBIADAS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
EDGARDO M. UBIADAS	TIN No. 008-410-689	_____	_____

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

Repair/Repainting of Comfort Rooms at Don Jose M. Ynares Sr., Memorial National High School, Brgy. San Carlos, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 09 day of SEP 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 400
Page No. 90
Book No. 2
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NOTARY PUBLIC

ATTY. MARIA SALVE C. PUEAYA-ADAMOS
Notarial Commission Appt. No. 26-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55320
IBP Lifetime Roll No. 08047/ RSM Chapter
MCLE Comp. No. VIII-0011430 /Aug. 8, 2024
PTR No. 2508858A / Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Cruz:

The attached Contract Agreement having been approved, notice is hereby given to **A.L. CRUZ BUILDERS CONST.CORP.** that work may proceed on the **Improvement of Ynares Multi-Purpose Covered Court at Metropolis East Executive Vill., Brgy. Pag-asa, Binangonan, Rizal** effective **September 12, 2026 (Saturday).**

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: 11 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **ARNEL L. CRUZ**

NTP 08112026#9

CONTRACT AGREEMENT

9

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.L. CRUZ BUILDERS 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 **Taytay, Rizal**, and herein represented by its Proprietor/President/General Manager, **ARNEL CRUZ**, of legal age, Filipino citizen, single/married and a resident of **Taytay, Rizal**, hereinafter referred to as the **"CONTRACTOR."**

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **04, S. 2026** namely:

Improvement of Ynares Multi-Purpose Covered Court at Metropolis East Executive Village, Brgy. Pag-asa, 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 **August 11, 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 **Two Million Five Hundred Seventy Two Thousand Seven Hundred Fourteen Pesos & 34/100 (Php2,572,714.34)**, Philippine Currency.

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

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Two Million Five Hundred Seventy Two Thousand Seven Hundred Fourteen Pesos & 34/100 (Php2,572,714.34)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Seven Hundred Seventy One Thousand Eight Hundred Fourteen Pesos & 30/100 (Php771,814.30)**, , Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this 09 SEP 2025 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT	**A.L. CRUZ BUILDERS CONSTRUCTION CORPORATION** Entity/Firm/Corporation
By:	By:
NINA RICELA YNARES Provincial Governor	**ARNEL CRUZ** 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
ARNEL CRUZ	TIN No. 638-084-958	_____	_____

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

Improvement of Ynares Multi-Purpose Covered Court at Metropolis East Executive Village, Brgy. Pag-asa, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 09 SEP 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

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Page No. 91
Book No. 2
Series 20 26

NOTARY PUBLIC

ATTY. MARIA SALVE S. RUBAYA-ADAMOS
Notarial Commission Appt. No. 25-25/Antipolo City/Until 31, 2027
Attorney's Roll No. 59122
IBP Lifetime Roll No. 080407/RSM Chapter
MCLE Comp. No. VIII-0011430/Aug. 8, 2024
PTR No. 2508086/3/Jan. 3, 2025/Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to **YAKALER CONST. AND SUPPLIES** that work may proceed on the **Asphalt Overlaying and Concrete Reblocking (portion) of B. Fernandez St., Brgy. Nagsulo, Cardona, Rizal** effective **September 12, 2026 (Saturday).**

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: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **EDWIN B. RIVERA**

NTP 08112026#10

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 10

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 –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **03, S. 2026** namely:

Asphalt Overlaying and Concrete Reblocking (portion) of B. Fernandez Street, Brgy. Nagsulo, Cardona, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Fourteen Million Nine Hundred Nineteen Thousand Two Hundred Eighty Seven Pesos & 67/100 (Php14,919,287.67)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **One Hundred Twenty (120)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Fourteen Million Nine Hundred Nineteen Thousand Two Hundred Eighty Seven Pesos & 67/100 (Php14,919,287.67)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Four Million Four Hundred Seventy Five Thousand Seven Hundred Eighty Six Pesos & 30/100 (Php4,475,786.30)**, Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this 09 SEP 2026 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES
Provincial Governor

YAKALER CONSTRUCTION & SUPPLIES
Entity/Firm/Corporation

By:

EDWIN B. RIVERA
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
EDWIN B. RIVERA	TIN No. 428-018-900	_____	_____

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

Asphalt Overlaying and Concrete Reblocking (portion) of B. Fernandez Street, Brgy. Nagsulo, Cardona, Rizal

WITNESS MY HAND AND SEAL this _____ day of 9 SEP 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 452
Page No. 91
Book No. 2
Series 20 26

NOTARY PUBLIC
ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 26-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55329
IBP Lifetime Roll No. 09647/ RSM Chapter
MCLE Comp. No. VIII-0011430 /Aug. 6, 2024
PTR No. 25088657A / Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to **GKB BUILDERS** that work may proceed on the **Asphalt Overlaying with Concrete Reblocking of Campo St., Purok 6, Brgy. Bayugo, JalaJala, Rizal** effective **September 12, 2026 (Saturday).**

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 RICSHA. YNARES
Governor

I acknowledge receipt of this Notice on: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **GERALD KENN SJ. BILOG**

NTP 08112026#11

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

– and –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No, **03, S. 2026** namely:

Asphalt Overlaying with Concrete Reblocking of Campo Street, Purok 6, Brgy. Bayugo, Jalajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Two Million Five Hundred Seventy One Thousand Six Hundred Eighty Four Pesos & 71/100 (Php2,571,684.71)**, Philippine Currency.

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

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Two Million Five Hundred Seventy One Thousand Six Hundred Eighty Four Pesos & 71/100 (Php2,571,684.71)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Seven Hundred Seventy One Thousand Five Hundred Five Pesos & 41/100 (Php771,505.41)**, 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 05 SEP 2026 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT	**GKB BUILDERS** Entity/Firm/Corporation
By:	By:
NINA RICCI A. YNARES Provincial Governor	**GERALD KENN S.J. BILOG** Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
GERALD KENN S.J. BILOG	TIN No. 196-519-323	_____	_____

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

Asphalt Overlaying with Concrete Reblocking of Campo Street, Purok 6, Brgy. Bayugo, Jalajala, Rizal

WITNESS MY HAND AND SEAL this 09 day of SEP 2026, at Rizal Provincial Capitol, Antipolo City.

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NOTARY PUBLIC
ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 26-23/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55320
IBP Lifetime Roll No. 093477 RSM Chapter
MCLE Comp. No. VIII-0011432 /Aug. 5, 2024
PTR No. 2510856673 / Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to **GKB BUILDERS** that work may proceed on the **Asphalt Overlaying with Concrete Reblocking of Flores St.,Purok 2,Brgy.Bayugo,JalaJala,Rizal** effective **September 12, 2026 (Saturday).**

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 RICSHA. YNARES
Governor

I acknowledge receipt of this Notice on: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **GERALD KENN SJ. BILOG**

NTP 08112026#12

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 12

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 –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **03, S. 2026** namely:

Asphalt Overlaying with Concrete Reblocking of Flores Street, Purok 2, Brgy. Bayugo, Jalajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Two Million Sixty Eight Thousand Three Hundred Pesos & 48/100 (Php2,068,300.48)**, Philippine Currency.

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

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Two Million Sixty Eight Thousand Three Hundred Pesos & 48/100 (Php2,068,300,48)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Six Hundred Twenty Thousand Four Hundred Ninety Pesos & 14/100 (Php620,490.14)**, 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 09 SEP 2025 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

GKB BUILDERS
Entity/Firm/Corporation

By:

NINA RICCI A. YNARES
Provincial Governor

By:

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

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
GERALD KENN S.J. BILOG	TIN No. 196-519-323	_____	_____

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

Asphalt Overlaying with Concrete Reblocking of Flores Street, Purok 2, Brgy. Bayugo, Jalajala, Rizal

WITNESS MY HAND AND SEAL this 03 day of SEP 2026, at Rizal Provincial Capitol, Antipolo City.

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Page No. 91
Book No. 2
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NOTARY PUBLIC
ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 26-23/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55728
IBP Lifetime Roll No. 09047/ RSM Chapter
MCLE Comp. No. VIII-0011430 /Aug. 8, 2024
PTR No. 2508856TA / Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to **GKB BUILDERS** that work may proceed on the **Improvement of Road at Sitio Biga Boulevard, Brgy. 3rd District, JalaJala, Rizal** effective **September 12, 2026 (Saturday).**

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: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **GERALD KENN SJ. BILOG**

NTP 08112026#13

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 13

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 –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **14, S. 2026** namely:

Improvement of Road at Sitio Biga Boulevard, Brgy. 3rd District, Jalajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Four Million One Hundred Fifty Seven Thousand Eight Hundred Fifty Seven Pesos & 61/100 (Php4,157,857.61)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **One Hundred Forty (140)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's Conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the PROVINCE, such as but not limited to the Notice to Proceed and Warranty Security.

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Four Million One Hundred Fifty Seven Thousand Eight Hundred Fifty Seven Pesos & 61/100 (Php4,157,857.61)**, 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 **One Million Two Hundred Forty Seven Thousand Three Hundred Fifty Seven Pesos & 28/100 (Php1,247,357.28)**, 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 09 SEP 2025 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT	**GKB BUILDERS** Entity/Firm/Corporation
By:	By:
NINA RICCA A. YNARES Provincial Governor	**GERALD KENN S.J. BILOG** Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS	**MYLA DS. ALARCON**

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
GERALD KENN S.J. BILOG	TIN No. 196-519-323	_____	_____

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

Improvement of Road at Sitio Biga Boulevard, Brgy. 3rd District, Jalajala, Rizal

WITNESS MY HAND AND SEAL this _____ day of 09 SEP 2025, at Rizal Provincial Capitol, Antipolo City.

Doc No. 455
Page No. 91
Book No. 2
Series 20 25.

NOTARY PUBLIC

ATTY. MARIA SAGPE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 24-224 Antipolo City Until 31, 2027
Attorney's Roll No. 55328
IBP Lifetime Roll No. 052431 RSM Chapter
MCLE Compl. No. VIII-0011430; Aug. 6, 2024
PTR No. 2508564; Jan. 5, 2025; Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the **Rehabilitation of Box Culvert of Creek at J. Luna St., Brgy. Lubo, JalaJala, Rizal** effective **September 12, 2026 (Saturday).**

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: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **EDGARDO M. UBIADAS**

NTP 08112026#14

CONTRACT AGREEMENT

14

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 –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **23, S. 2026** namely:

Rehabilitation of Box Culvert of Creek at J. Luna Street, Brgy. Lubo, Jalajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **One Million Forty Nine Thousand Seven Hundred Thirty Nine Pesos & 88/100 (Php1,049,739.88)**, Philippine Currency.

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

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **One Million Forty Nine Thousand Seven Hundred Thirty Nine Pesos & 88/100 (Php1,049,739.88)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Three Hundred Fourteen Thousand Nine Hundred Twenty One Pesos & 96/100 (Php314,921.96)**, Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCTA YNARES
Provincial Governor

KIT UBIADAS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
EDGARDO M. UBIADAS	TIN No. 008-410-689		

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

Rehabilitation of Box Culvert of Creek at J. Luna Street, Brgy. Lubo, Jalajala, Rizal

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

Doc No. 459
Page No. 93
Book No. 2
Series 20 26.

NOTARY PUBLIC

ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 25-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 56329
IBP Lifetime Roll No. 092437 2026/Cavite
MCLE Comp. No. VIII-0021432 /Aug. 6, 2024
PTR No. 2508866A / Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to **CSGER CONSTRUCTION CORP.** that work may proceed on the **Improvement of Perimeter Fence at Blk. 12 Ph. 1A, Sub-Urban Village, Brgy. San Jose, Montalban, Rizal** effective **September 12, 2026 (Saturday).**

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 L. YNARES
Governor

I acknowledge receipt of this Notice on: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **CARLOS S. GERONIMO**

NTP 08112026#15

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 15

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. **04, S. 2026** namely:

Improvement of Perimeter Fence at Block 12 Phase 1A, Sub-Urban Village, Brgy. San Jose, Montalban, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Five Hundred Twenty Three Thousand Nine Hundred Sixty Six Pesos & 69/100 (Php523,966.69)**, Philippine Currency.

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

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Five Hundred Twenty Three Thousand Nine Hundred Sixty Six Pesos & 69/100** (**Php523,966.69**), Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009 and its IRR, and Sangguniang Panlalawigan Resolution No. 471, s. 2025 (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Hundred Fifty Seven Thousand One Hundred Ninety Pesos & 01/100** (**Php157,190.01**), , 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 09 SEP 2020 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT	**CSGER CONSTRUCTION CORPORATION** Entity/Firm/Corporation
By:	By:
NINA RICCA A. YNARES Provincial Governor	**CARLOS GERONIMO** Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

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

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

Improvement of Perimeter Fence at Block 12 Phase 1A, Sub-Urban Village, Brgy. San Jose, Montalban, Rizal

WITNESS MY HAND AND SEAL this 09 SEP 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

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NOTARY PUBLIC

ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 26-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55309
IBP Lifetime Roll No. 09047/ RSM Chapter
MCLE Comp. No. VII-0011428, Aug. 4, 2024
PTR No. 2509856/1/ Jan. 5, 2026

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

MR. TEODORICO C. ALEJANDRO
ALE-J CONSTRUCTION & TRADING
Rodriguez, Rizal

Dear Mr. Alejandro:

The attached Contract Agreement having been approved, notice is hereby given to **ALE-J CONSTRUCTION & TRADING** that work may proceed on the **Construction/Improvement of Perimeter Fence at Eastwood Greenview Subd., Phase 5, Brgy. San Isidro, Montalban, Rizal** effective **September 12, 2026 (Saturday).**

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: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **TEODORICO C. ALEJANDRO**

NTP 08112026#16

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 16

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 –

ALE-J CONSTRUCTION & TRADING, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Montalban, Rizal**, and herein represented by its Proprietor/President/General Manager, **ENGR. TEODORICO C. ALEJANDRO**, 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. **23, S. 2026** namely:

Construction/Improvement of Perimeter Fence at Eastwood Greenview Subdivision, Phase 5, Brgy. San Isidro, Montalban, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **One Million Three Hundred Seven Thousand Nine Pesos & 64/100 (Php1,307,009.64)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Seventy Two (72)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **One Million Three Hundred Seven Thousand Nine Pesos & 64/100 (Php1,307,009.64)**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 **Three Hundred Ninety Two Thousand One Hundred Two Pesos & 89/100 (Php392,102.89)**, Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES
Provincial Governor

ALE-J CONSTRUCTION & TRADING
Entity/Firm/Corporation

By:

ENGR. TEODORICO C. ALEJANDRO
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
ENGR. TEODORICO C. ALAJANDRO	TIN No. 910-062-673	_____	_____

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/Improvement of Perimeter Fence at Eastwood Greenview Subdivision, Phase 5, Brgy. San Isidro, Montalban, Rizal

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

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NOTARY PUBLIC

ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 25-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55120
IBP Lifetime Roll No. 050477/ PSB Chapter
MCLE Comp. No. VIII-0011430/Aug. 6, 2024
PTR No. 2509869A/ Jan. 5, 2026/ Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the

Construction of Covered Pathwalk, Welcome Arc and Comfort Room at Brgy. San Jose & Brgy. Burgos, Montalban, Rizal

effective **September 12, 2026 (Saturday).**

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: 10 SEP 2026

Authorized Signature: _____
Name of the Representative of the Bidder: **EDGARDO M. UBIADAS**

NTP 08112026#17

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

– and –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **RPSB Res. #7, S. 2026/Ord. No. 23, S. 2026** namely:

Construction of Covered Pathwalk/Welcome Arc and Comfort Room at Brgy. San Jose, Montalban, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Two Million Fifty Eight Thousand Seven Pesos & 49/100 (Php2,058,007.49)**, 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 **Sixty Eight (68)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Two Million Fifty Eight Thousand Seven Pesos & 49/100 (Php2,058,007.49)**, 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 **Six Hundred Seventeen Thousand Four Hundred Two Pesos & 25/100 (Php617,402.25)**, 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 09 SEP 2026 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCA CAYNARES
Provincial Governor

KIT UBIADAS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
EDGARDO M. UBIADAS	TIN No. 008-410-689		

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

Construction of Covered Pathwalk/Welcome Arc and Comfort Room at Brgy. San Jose, Montalban, Rizal

WITNESS MY HAND AND SEAL this 09 SEP 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

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Series 2026.

NOTARY PUBLIC

ATTY. MARIA SALVE C. RUGAYA-ADAMOS
Notarial Commission Appt. No. 26-259/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55320
IBP Lifetime Roll No. 09347/ RSM Chapter
MCLE Comp. No. VIII-0011439/Aug. 6, 2024
PTR No. 2508362TA/ Jan. 5, 2026/ Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

MS. LAURA L. MARRON
L.L. MARRON CONST. & TRADING
Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to **L.L. MARRON CONST. & TRADING** that work may proceed on the **Asphalt Overlaying with Concrete Reblocking of H. Marcelino St., Brgy. Mayhancal, Morong, Rizal** effective **September 12, 2026 (Saturday).**

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 AYNARES
Governor

I acknowledge receipt of this Notice on: 9.10.2026

Authorized Signature: L.L. Marron
Name of the Representative of the Bidder: **LAURA L. MARRON**

NTP 08112026#18

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 18

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, s. 2025**, herein referred to as the "**PROVINCE.**"

– and –

L.L. MARRON CONSTRUCTION & TRADING, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Binangonan, Rizal**, and herein represented by its Proprietor/President/General Manager, **LAURA L. MARRON**, 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. **03, s. 2026** namely:

Asphalt Overlaying with Concrete Reblocking of H. Marcelino St., Brgy. Maybancal, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **One Million Two Hundred Nineteen Thousand Eight Pesos & 56/100 (Php1,219,008.56)**, Philippine Currency.

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

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

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **One Million Two Hundred Nineteen Thousand Eight Pesos & 56/100 (Php1,219,008.56)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Three Hundred Sixty-Five Thousand Seven Hundred Two Pesos & 57/100 (Php365,702.57)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 09 SEP 2025 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

L.L. MARRON CONSTRUCTION & TRADING
Entity/Firm/Corporation

By:

NINA RICCI A. YNARES
Provincial Governor

By:

LAURA L. MARRON
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
LAURA L. MARRON	TIN No. 236-059-376		

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

Asphalt Overlaying with Concrete Reblocking of H. Marcelino St., Brgy. Maybancal, Morong, Rizal

WITNESS MY HAND AND SEAL this 0 8 SEP 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

Doc No. 440
Page No. 92
Book No. 7
Series 2026

Notary Public

ATTY. MARIA SALVE C. RUDAYA-ADAMOS
Notarial Commission Appt. No. 26-21/Antipolo City/ Until 31, 2027
Attorney's Roll No. 57320
IBP Lifetime Roll No. 090477/RSM Chapter
MCLE Comp. No. VIII-0011439/Aug. 5, 2024
PTR No. 5534157A / Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

MR. ALFRED ANTON S. MATEO
M.J BEVANT CORPORATION
Morong, Rizal

Dear Mr. Mateo:

The attached Contract Agreement having been approved, notice is hereby given to **M.J BEVANT CORPORATION** that work may proceed on the

Concreting of Road with Drainage Canal (portion)
at Tambongco St., Brgy. San Guillermo, Morong, Rizal

effective **September 12, 2026 (Saturday).**

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: 9.10.2026

Authorized Signature:
Name of the Representative of the Bidder: **ALFRED ANTON S. MATEO**

NTP 08112026#19

CONTRACT AGREEMENT

19

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, s. 2025**, herein referred to as the "**PROVINCE.**"

– and –

M. J. BEVANT 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 **Morong, Rizal**, and herein represented by its Proprietor/President/General Manager, **ALFRED ANTON S. MATEO**, 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. **03, s. 2026** namely:

Concreting of Road with Drainage Canal (portion) at Tambongco St., Brgy. San Guillermo, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Three Million Four Hundred Sixty-Two Thousand Two Hundred Seventeen Pesos & 60/100 (Php3,462,217.60)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Ninety-Two (92)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Three Million Four Hundred Sixty-Two Thousand Two Hundred Seventeen Pesos & 60/100 (Php3,462,217.60)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Million Thirty-Eight Thousand Six Hundred Sixty-Five Pesos & 28/100 (Php1,038,665.28)** 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 03 SEP 2020 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCIA V. YNARES
Provincial Governor

M.I. BEVANT CORPORATION
Entity/Firm/Corporation

By:

ALFRED ANTON S. MATEO
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
ALFRED ANTON S. MATEO	TIN No. 007-352-154		

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

Concreting of Road with Drainage Canal (portion) at Tambongco St., Brgy. San Guillermo, Morong, Rizal

WITNESS MY HAND AND SEAL this _____ day of 09 SEP 2026, at Rizal Provincial Capitol, Antipolo City.

Doc No. 461
Page No. 93
Book No. 7
Series 2026

Notary Public

ATTY. MARIA SALVE C. NEBAYA-ARMOS
Notarial Commission Appt. No. 26-254 Antipolo City Until 31, 2027
Attorney's Roll No. 55320
IBP Lifetime Roll No. 05047/ SSM Chapter
MCLE Comp. No. VIII-0011435 Aug. 8, 2028
PTR No. 2508956TA / Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

MR. ALFRED ANTON S. MATEO
M.J BEVANT CORPORATION
Morong, Rizal

Dear Mr. Mateo:

The attached Contract Agreement having been approved, notice is hereby given to **M.J BEVANT CORPORATION** that work may proceed on the **Improvement of Road at Pres. Mata St., Brgy. San Pedro, Morong, Rizal** effective **September 12, 2026 (Saturday).**

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: 9.16.26

Authorized Signature: _____
Name of the Representative of the Bidder: **ALFRED ANTON S. MATEO**

NTP 08112026#20

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 20

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, s. 2025**, herein referred to as the "**PROVINCE**."

– and –

M. J. BEVANT 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 **Morong, Rizal**, and herein represented by its Proprietor/President/General Manager, **ALFRED ANTON S. MATEO**, 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. **03, s. 2026** namely:

Improvement of Road at Pres. Mata St., Brgy. San Pedro, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Three Million Nine Hundred Sixty-Seven Thousand Eight Hundred Seventy-Four Pesos & 29/100 (Php3,967,874.29)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **One Hundred Twenty (120)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Three Million Nine Hundred Sixty-Seven Thousand Eight Hundred Seventy-Four Pesos & 29/100 (Php3,967,874.29)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Million One Hundred Ninety Thousand Three Hundred Sixty-Two Pesos & 29/100 (Php1,190,362.29)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this 09 SEP day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCA A. YNARES
Provincial Governor

M. J. BEVANT CORPORATION
Entity/Firm/Corporation

By:

ALFRED ANTON S. MATEO
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
ALFRED ANTON S. MATEO	TIN No. 007-352-154		

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

Improvement of Road at Pres. Mata St., Brgy. San Pedro, Morong, Rizal

WITNESS MY HAND AND SEAL this 09 SEP 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

Doc No. 467
Page No. 93
Book No. 2
Series 2024.

Notary Public

ATTY. MARIA SALVE C. RUBAYO-ADAMOS
Notarial Commission Appt. No. 26-23 Antipolo City until Dec. 31, 2027
Attorney's Roll No. 55320
IBP Lifetime Roll No. 08047/ RSM Chapter
MCLE Comp. No. VIII-0011439 /Aug. 8, 2024
PTR No. 2509856TA / Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

MR. NELSON R. PINTO
BSKP CONSTRUCTION
Morong, Rizal

Dear Mr. Pinto:

The attached Contract Agreement having been approved, notice is hereby given to **BSKP CONSTRUCTION** that work may proceed on the **Improvement of Road at Aquino St., Brgy. Lagundi, Morong, Rizal** effective **September 12, 2026 (Saturday).**

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: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **NELSON R. PINTO**

NTP 08112026#21

CONTRACT AGREEMENT

21

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, s. 2025**, herein referred to as the "**PROVINCE**."

– and –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **03, s. 2026** namely:

Improvement of Road at Aquino St., Brgy. Lagundi, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Nine Hundred Eighty-Nine Thousand Eight Hundred Forty-Four Pesos & 07/100 (Php989,844.07)**, Philippine Currency.

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

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

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Nine Hundred Eighty-Nine Thousand Eight Hundred Forty-Four Pesos & 07/100 (Php989,844.07)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Two Hundred Ninety-Six Thousand Nine Hundred Fifty-Three Pesos & 22/100 (Php296,953.22)** 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 09 SEP day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCIA A. YNARES
Provincial Governor

BKSP CONSTRUCTION
Entity/Firm/Corporation

By:

NEILSON R. PINTO
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
NELSON R. PINTO	TIN No. 257-641-734		

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

Improvement of Road at Aquino St., Brgy. Lagundi, Morong, Rizal

WITNESS MY HAND AND SEAL this _____ day of 09 SEP 2025, at Rizal Provincial Capitol, Antipolo City.

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Book No. 2
Series 2024

Notary Public

ATTY. MARIA SALVE C. ROJAYA-ADAMOS
Notarial Commission Appt. No. 26-25 Antipolo City Until 31, 2027
Attorney's Roll No. 55329
IBP Lifetime Roll No. 09047/ RSM Chapter
MCLE Comp. No. VIII-0011435 /Aug. 5, 2024
PTR No. 2508667A / Jan. 5, 2025 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

MS. LAURA L. MARRON
L.L. MARRON CONST. & TRADING
Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to **L.L. MARRON CONST. & TRADING** that work may proceed on the **Asphalt Overlaying with Concrete Reblocking (portion) of Road at Sitio Upper Barak, Brgy. Quisao, Pililla, Rizal** effective **September 12, 2026 (Saturday).**

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 RICCHA. YNARES
Governor

I acknowledge receipt of this Notice on: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **LAURA L. MARRON**

NTP 08112026#22

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, s. 2025**, herein referred to as the "**PROVINCE.**"

– and –

L.L. MARRON CONSTRUCTION & TRADING, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Binangonan, Rizal**, and herein represented by its Proprietor/President/General Manager, **LAURA L. MARRON**, 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. **14, s. 2026** namely:

Asphalt Overlaying with Concrete Reblocking (portion) of Road at Sitio Upper Barak, 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 **August 11, 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 **Eight Million Five Hundred Fifty-One Thousand Five Hundred Eight Pesos & 63/100 (Php8,551,508.63)**, Philippine Currency.

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

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

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Eight Million Five Hundred Fifty-One Thousand Five Hundred Eight Pesos & 63/100 (Php8,551,508.63)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Two Million Five Hundred Sixty-Five Thousand Four Hundred Fifty-Two Pesos & 59/100 (Php2,565,452.59)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES
Provincial Governor

L.L. MARRON CONSTRUCTION & TRADING
Entity/Firm/Corporation

By:

LAURA L. MARRON
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
LAURA L. MARRON	TIN No. 236-059-376		

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

Asphalt Overlaying with Concrete Reblocking (portion) of Road at Sitio Upper Barak, Brgy. Quisao, Pililla, Rizal

WITNESS MY HAND AND SEAL this _____ day of 09 SEP 2026, at Rizal Provincial Capitol, Antipolo City.

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Page No. 93
Book No. 2
Series 202 6.

Notary Public

ATTY. MARIA SALVE C. RUSIANA-ADAME
Notarial Commission Appt. No. 26-23/Antipolo City/Until 31, 2027
Attorney's Roll No. 55120
IBP Lifetime Roll No. 090477/RSM Chapter
MCLE Comp. No. VIII-0011430/Valid to 4, 2028
PTR No. 2508866A/Jan. 5, 2026/Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 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

Repair/Repainting of Ynares Perimeter Fence and Construction of Canopy at Brgy. Halayhayin and Brgy. Quisao, Pililla, Rizal

effective **September 12, 2026 (Saturday).**

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 L. YNARES
Governor

I acknowledge receipt of this Notice on: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **FERNANDO L. ARADA**

NTP 08112026#23

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 23

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, s. 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. **23, s. 2026/RPSB Res. No. 8, s. 2026** namely:

Repair/Repainting of Ynares Perimeter Fence and Construction of Canopy at Brgy. Halayhayin and 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 **August 11, 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 **One Million One Hundred Eighty-Seven Thousand Fifty-Seven Pesos & 68/100 (Php1,187,057.68)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Forty-Eight (48)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **One Million One Hundred Eighty-Seven Thousand Fifty-Seven Pesos & 68/100 (Php1,187,057.68)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Three Hundred Fifty-Six Thousand One Hundred Seventeen Pesos & 30/100 (Php356,117.30)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 9 SEP 2020 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES
Provincial Governor

FLAG CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

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
FERNANDO ARADA	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:

Repair/Repainting of Ynares Perimeter Fence and Construction of Canopy at Brgy. Halayhayin and Brgy. Quisao, Pililla, Rizal

WITNESS MY HAND AND SEAL this 09 SEP 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

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Notary Public

ATTY. MARIA SALVE C. RUDAYA-ADAMOS
Notarial Commission Appt. No. 26-25 Antipolo City Until 31, 2027
Attorney's Roll No. 63253
IBP Lifetime Roll No. 03047 PPM Chapter
MCLE Comp. No. VIII-0017420 Aug. 5, 2024
PTR No. 2026267A Jan. 5, 2026 Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Bautista:

The attached Contract Agreement having been approved, notice is hereby given to **BETH & BERON CONSTRUCTION** that work may proceed on the **Improvement of 2-Storey Ynares Multi-Purpose Bldg. (HOA Office) at Sunnyville 5, Brgy. Ampid I, San Mateo, Rizal** effective **September 12, 2026 (Saturday).**

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 RICCHA. YNARES
Governor

I acknowledge receipt of this Notice on: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **BIEN ANTHONY I. BAUTISTA**

NTP 08112026#24

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 24

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, s. 2025**, herein referred to as the "**PROVINCE**."

– and –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **23, s. 2026** namely:

Improvement of 2-Storey Ynares Multi-Purpose Bldg. (HOA Office) at Sunnyville 5, Brgy. Ampid 1, 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 **August 11, 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 **Seven Hundred Fifty-One Thousand One Hundred Eighty-Nine Pesos & 77/100 (Php751,189.77)**, Philippine Currency.

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

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

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

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Seven Hundred Fifty-One Thousand One Hundred Eighty-Nine Pesos & 77/100 (Php751,189.77)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Two Hundred Twenty-Five Thousand Three Hundred Fifty-Six Pesos & 93/100 (Php225,356.93)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this 09 SEP day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCIA A. YNARES
Provincial Governor I

BETH & BERON CONSTRUCTION
Entity/Firm/Corporation

By:

BIEN ANTHONY I. BAUTISTA
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
BIEN ANTHONY I. BAUTISTA	TIN No. 264-212-341		

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

Improvement of 2-Storey Ynares Multi-Purpose Bldg. (HOA Office) at Sunnyville 5, Brgy. Ampid I, San Mateo, Rizal

WITNESS MY HAND AND SEAL this _____ day of 09 SEP 2026 at Rizal Provincial Capitol, Antipolo City.

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Series 2026

Notary Public

ATTY. MARIA SALVE C. ROXAS-ARCEO
Notarial Commission Appt. No. 26-23 Antipolo City Until Dec. 31, 2027
Attorney's Roll No. 55228
IBP Lifetime Roll No. 060477 RSM Chapter
MCLE Comp. No. VIII-0011430 May 4, 2024
PTR No. 2508556TA I Jan. 5, 2026 Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

MR. TEODORICO L. CONTRERAS
CLM GENERAL CONTRACTOR & SVCS., INC.
Pasig City

Dear Mr. Contreras:

The attached Contract Agreement having been approved, notice is hereby given to **CLM GENERAL CONTRACTOR & SVCS., INC.** that work may proceed on the

Rehabilitation of Slope Protection at Tanay River
(Damaged by Typhoon Crising), Brgy. Plaza Aldea, Tanay, Rizal

effective **September 12, 2026 (Saturday).**

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: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **TEODORICO L. CONTRERAS**

NTP 08112026#25

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 25

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, s. 2025**, herein referred to as the "**PROVINCE**."

– and –

CLM GENERAL CONTRACTOR & SERVICES, INC., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Pasig City**, and herein represented by its Proprietor/President/General Manager, **TEODORICO L. CONTRERAS**, of legal age, Filipino citizen, single/married and a resident of **Pasig City**, hereinafter referred to as the "**CONTRACTOR.**"

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **03, s. 2026** namely:

Rehabilitation of Slope Protection at Tanay River (Damaged by Typhoon Crising), Brgy. Plaza Aldea, Tanay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Five Million Thirty-Five Thousand Four Hundred Fifty-Seven Pesos & 90/100 (Php5,035,457.90)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **One Hundred Forty (140)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Five Million Thirty-Five Thousand Four Hundred Fifty-Seven Pesos & 90/100 (Php5,035,457.90)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Million Five Hundred Ten Thousand Six Hundred Thirty-Seven Pesos & 37/100 (Php1,510,637.37)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this [illegible] day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES
Provincial Governor

CLM GENERAL CONTRACTOR & SERVICES, INC.
Entity/Firm/Corporation

By:

TEODORICO L. CONTRERAS
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
TEODORICO L. CONTRERAS	TIN No. 009-565-744		

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

Rehabilitation of Slope Protection at Tanay River (Damaged by Typhoon Crising), Brgy. Plaza Aldea, Tanay, Rizal

0 9 SEP 2024

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

Doc No. 179
Page No. 95
Book No. 2
Series 2024.

Notary Public

ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 25-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55320
IBP Lifetime Roll No. 05047/ RSM Chapter
MCLE Comp. No. VIII-0011430 /Aug. 6, 2024
PTR No. 2539567A / Jan. 5, 2024 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to **YAKALER CONST. AND SUPPLIES** that work may proceed on the **Repair/Repainting of Ynares School Bldgs. at Tablon Elem. School, Sitio Tablon, Brgy. Cuyambay, Tanay, Rizal** effective **September 12, 2026 (Saturday).**

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 RICCHA. YNARES
Governor

I acknowledge receipt of this Notice on: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **EDWIN B. RIVERA**

NTP 08112026#26

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 76

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, s. 2025**, herein referred to as the "**PROVINCE**."

– and –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **RPSB Res. No. 1, s. 2026** namely:

> **Repair/Repainting of Ynares School Bldgs. at Tablon Elementary School, Sitio Tablon, Brgy. Cuyambay, Tanay, Rizal**

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Three Million Six Hundred Sixty-One Thousand Eight Hundred Ninety-Seven Pesos & 64/100 (Php3,661,897.64)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **One Hundred Twenty (120)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Three Million Six Hundred Sixty-One Thousand Eight Hundred Ninety-Seven Pesos & 64/100 (Php3,661,897.64)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Million Ninety-Eight Thousand Five Hundred Sixty-Nine Pesos & 29/100 (Php1,098,569.29)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCIA A. YNARES
Provincial Governor

YAKALER CONSTRUCTION & SUPPLIES
Entity/Firm/Corporation

By:

EDWIN B. RIVERA
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
EDWIN B. RIVERA	TIN No. 428-018-900		

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

Repair/Repainting of Ynares School Bldgs. at Tablon Elementary School, Sitio Tablon, Brgy. Cuyambay, Tanay, Rizal

WITNESS MY HAND AND SEAL this 09 SEP 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

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Notary Public

ATTY. MARIA SALVE C. RUBAYA-ADAMOS
Notarial Commission Appt. No. 25-[illegible] Antipolo City Until 31, 2027
Attorney's Roll No. [illegible]
IBP Lifetime Roll No. [illegible] RSM Chapter
MCLE Comp. No. VIII-[illegible] Aug. 6, 2028
PTR No. [illegible]

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to **YAKALER CONST. AND SUPPLIES** that work may proceed on the **Repair/Repainting of Ynares School Bldgs. at Monte De Tanay Elem. School, Brgy. Sampaloc, Tanay, Rizal** effective **September 12, 2026 (Saturday).**

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 RICCHA. YNARES
Governor

I acknowledge receipt of this Notice on: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **EDWIN B. RIVERA**

NTP 08112026#27

CONTRACT AGREEMENT

27

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, s. 2025**, herein referred to as the "**PROVINCE**."

– and –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **RPSB Res. No. 1, s. 2026** namely:

Repair/Repainting of Ynares School Bldgs. at Monte De Tanay Elementary School, Brgy. Sampaloc, Tanay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Two Million Four Hundred Seventy-One Thousand Seven Hundred Fifty-Nine Pesos & 67/100 (Php2,471,759.67)**, Philippine Currency.

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

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

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Two Million Four Hundred Seventy-One Thousand Seven Hundred Fifty-Nine Pesos & 67/100 (Php2,471,759.67)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Seven Hundred Forty-One Thousand Five Hundred Twenty-Seven Pesos & 90/100 (Php741,527.90)** 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 09 SEP day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI L. YNARES
Provincial Governor

YAKALER CONSTRUCTION & SUPPLIES
Entity/Firm/Corporation

By:

EDWIN B. RIVERA
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
EDWIN B. RIVERA	TIN No. 428-018-900		

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

Repair/Repainting of Ynares School Bldgs. at Monte De Tanay Elementary School, Brgy. Sampaloc, Tanay, Rizal

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

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Notary Public

ATTY. MARIA SALVE C. RUBAYA-ADAM
Notarial Commission Appt. No. 99-25/Antipolo City
Attorney's Roll No. 55303
IBP Lifetime Roll No. 090477-RSM Chapter
MCLE Comp. No. VIII-0011439
PTR No. 2501866[illegible] / Jan. 5, 2026

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the

Repair/Repainting of School Bldgs. at Aldea Elem. School, Southville 10, Brgy. Plaza Aldea, Tanay, Rizal

effective **September 12, 2026 (Saturday).**

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

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

Very truly yours,

NINA RICCIA YNARES
Governor

I acknowledge receipt of this Notice on: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **EDGARDO M. UBIADAS**

NTP 08112026#28

CONTRACT AGREEMENT

28

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, s. 2025**, herein referred to as the "**PROVINCE**."

– and –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **RPSB Res. No. 6, s. 2026** namely:

Repair/Repainting of School Bldgs. at Aldea Elementary School, Southville 10, Brgy. Plaza Aldea, Tanay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Eight Million Nine Hundred Forty-Eight Thousand Seven Hundred Four Pesos & 57/100 (Php8,948,704.57),** Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **One Hundred (100)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Eight Million Nine Hundred Forty-Eight Thousand Seven Hundred Four Pesos & 57/100 (Php8,948,704.57)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Two Million Six Hundred Eighty-Four Thousand Six Hundred Eleven Pesos & 37/100 (Php2,684,611.37)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this 09 SEP 2025 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICELA YNARES
Provincial Governor

KIT UBIADAS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
EDGARDO M. UBIADAS	TIN No. 008-410-689		

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

Repair/Repainting of School Bldgs. at Aldea Elementary School, Southville 10, Brgy. Plaza Aldea, Tanay, Rizal

WITNESS MY HAND AND SEAL this _____ day of SEP 2020, at Rizal Provincial Capitol, Antipolo City.

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Book No. 2
Series 202 V.

Notary Public

ATTY. MARIA SALVE C. RUGAYA-ADAJAR
Notarial Commission Appt. No. 20-252/Antipolo City until 31, ...
Attorney's Roll No. 55320
IBP Lifetime Roll No. 090477/RSM Chapter
MCLE Comp. No. VIII-0011430 ...
PTR No. 2508...

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Cruz:

The attached Contract Agreement having been approved, notice is hereby given to **A.L. CRUZ BUILDERS CONST.CORP.** that work may proceed on the **Construction of Slope Protection at Ortigas Greenheights Subd., Brgy. San Isidro, Taytay, Rizal** effective **September 12, 2026 (Saturday).**

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: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **ARNEL L. CRUZ**

NTP 08112026#29

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 29

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, s. 2025**, herein referred to as the "**PROVINCE**."

– and –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **03, s. 2026** namely:

> **Construction of Slope Protection at Ortigas Greenheights Subdivision, 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 **August 11, 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 **Two Million Ninety-Four Thousand Eight Hundred Fifty-Eight Pesos & 08/100 (Php2,094,858.08)**, Philippine Currency.

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

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

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Two Million Ninety-Four Thousand Eight Hundred Fifty-Eight Pesos & 08/100 (Php2,094,858.08)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Six Hundred Twenty-Eight Thousand Four Hundred Fifty-Seven Pesos & 42/100 (Php628,457.42)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 9 SEP 2021 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCIA L. YNARES
Provincial Governor

A.L. CRUZ BUILDERS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

ARNEL CRUZ
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
ARNEL CRUZ	TIN No. 638-084-958		

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 Slope Protection at Ortigas Greenheights Subdivision, Brgy. San Isidro, Taytay, Rizal

WITNESS MY HAND AND SEAL this 0 9 SEP 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

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Notary Public
ATTY. MARIA SALVE S. RUPAYA-ADAMOS
Notarial Commission Appt. No. 25-25/Antipolo City/ Until 31, 2027
Attorney's Roll No. 55120
IBP Lifetime Roll No. 09047/ RSM Chapter
MCLE Comp. No. VIII-0011430/Aug. 8, 2024
PTR No. 2508667A/ Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the **Repair/Repainting of Ynares School Bldgs. at Taytay Elem. School, Brgy. Dolores, Taytay, Rizal** effective **September 12, 2026 (Saturday).**

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: 10 SEP 2026

Authorized Signature: _____
Name of the Representative of the Bidder: **EDGARDO M. UBIADAS**

NTP 08112026#30

CONTRACT AGREEMENT

30

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, s. 2025**, herein referred to as the "**PROVINCE**."

– and –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **RPSB Res. No. 1, s. 2026** namely:

Repair/Repainting of Ynares School Bldgs. at Taytay 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 **August 11, 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 **Seven Million One Hundred Eighty-One Thousand Eight Hundred Forty-Seven Pesos & 65/100 (Php7,181,847.65)**, 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 **One Hundred Eighty (180)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Seven Million One Hundred Eighty-One Thousand Eight Hundred Forty-Seven Pesos & 65/100 (Php7,181,847.65)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Two Million One Hundred Fifty-Four Thousand Five Hundred Fifty-Four Pesos & 30/100 (Php2,154,554.30)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this 03 SEP 2025 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICOSA YNARES
Provincial Governor

KIT UBIADAS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
EDGARDO M. UBIADAS	TIN No. 008-410-689		

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

Repair/Repainting of Ynares School Bldgs. at Taytay Elementary School, Brgy. Dolores, Taytay, Rizal

0 9 SEP 2025

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

Doc No. 472
Page No. 95
Book No. 2
Series 202 5.

Notary Public
ATTY. [illegible] BUCAYA-ADAMOS
Notarial Commission Appt. No. 25-25 Antipolo City Until 31, 2027
Attorney's Roll No. [illegible]
IBP Lifetime Roll No. 03847 #54 Chapter
MCLE Comp. No. VIII-0014430 Aug 2, 2021
PTR No. 2503666787 Jan 5, 2025 Ant

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the

Construction of Guard House at Casimiro A. Ynares Sr. Mem. National High School, Brgy. Dolores, Taytay, Rizal

effective **September 12, 2026 (Saturday).**

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

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

Very truly yours,

NINA RICCIA A. YNARES
Governor

I acknowledge receipt of this Notice on: 10 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **EDGARDO M. UBIADAS**

NTP 08112026#31

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

– and –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **23, s. 2026** namely:

Construction of Guard House at Casimiro A. Ynares Sr. Memorial National High 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 **August 11, 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 **Six Hundred Eighty-Seven Thousand Three Hundred Pesos & 32/100 (Php687,300.32)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **Forty-Eight (48)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Six Hundred Eighty-Seven Thousand Three Hundred Pesos & 32/100 (Php687,300.32)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **Two Hundred Six Thousand One Hundred Ninety Pesos & 10/100 (Php206,190.10)** Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this 0 9 SEP 2024 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCA S. YNARES
Provincial Governor

KIT UBIADAS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

By:

EDGARDO M. UBIADAS
Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MYLA DS. ALARCON

ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	DFA Manila
EDGARDO M. UBIADAS	TIN No. 008-410-689		

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

Construction of Guard House at Casimiro A. Ynares Sr. Memorial National High School, Brgy. Dolores, Taytay, Rizal

WITNESS MY HAND AND SEAL this 09 SEP 2026 day of _____, at Rizal Provincial Capitol, Antipolo City.

Doc No. 473
Page No. 95
Book No. X
Series 2026.

ATTY. MARIA SALVE B. RIBAYA-ADAMOS
Notarial Commission Appt. No. [illegible] until 31, [illegible]
Notary Public
Attorney's Roll No. 55328
IBP Lifetime Roll No. 09647/ RSM Chapter
MCLE Comp. No. VII-0011430 /Aug. 8, 2024
PTR No. 2500455Ta / Jan. 5, 2026 / Rizal

Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

09 September, 2026

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

Dear Mr. Cruz:

The attached Contract Agreement having been approved, notice is hereby given to **A.L. CRUZ BUILDERS CONST.CORP.** that work may proceed on the

Concreting of Road with Drainage Canal at
Biliran St., Carissa Homes East-1, Brgy. Prinza, Teresa, Rizal

effective **September 12, 2026 (Saturday).**

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: 11 SEP 2026

Authorized Signature:
Name of the Representative of the Bidder: **ARNEL L. CRUZ**

NTP 08112026#32

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: 32

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, s. 2025**, herein referred to as the "**PROVINCE**."

– and –

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

WITNESSETH, That:

WHEREAS, the PROVINCE declares as a matter of policy that certain infrastructure works should be constructed pursuant to Sangguniang Panlalawigan Ordinance No. **03, s. 2026** namely:

Concreting of Road with Drainage Canal at Biliran St., Carissa Homes East-1, Brgy. Prinza, Teresa, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, and whose bid has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **August 11, 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 **Five Million Four Hundred Thirty-Five Thousand Six Hundred Seventy-Four Pesos & 69/100 (Php5,435,674.69)**, Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **One Hundred (100)** calendar days, in accordance with the provisions of the following documents as required by the Implementing Rules and Regulations (IRR) of Republic Act No. 12009, otherwise known as the "New Government Procurement Act," (RA 12009) and shall form part and be read and construed as integral parts of this Agreement, viz:

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

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of **Five Million Four Hundred Thirty-Five Thousand Six Hundred Seventy-Four Pesos & 69/100 (Php5,435,674.69)**, Philippine Currency, subject to retention money, progress payments, and other conditions as provided under RA 12009, its IRR and Sangguniang Panlalawigan Resolution No. 471, s. 2025. (If applicable)

4. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of **One Million Six Hundred Thirty Thousand Seven Hundred Two Pesos & 41/100 (Php1,630,702.41)** 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 09 SEP 2025 day of _____ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT	**A.L. CRUZ BUILDERS CONSTRUCTION CORPORATION** Entity/Firm/Corporation
By:	By:
NINA RICCI A. YNARES Provincial Governor	**ARNEL CRUZ** 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
ARNEL CRUZ	TIN No. 638-084-958		

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

Concreting of Road with Drainage Canal at Biliran St., Carissa Homes East-1, Brgy. Prinza, Teresa, Rizal

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Page No. 95
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Series 2026.

Notary Public

ATTY. MARIA STEVE C. RUBAYA-ADAY
Notarial Commission Appt. No. 25-23/Antipolo City/Until ...
Attorney's Roll No. 55109
IBP Lifetime No. No. 09547/ RSM Chapter
MCLE Comp. No. VIII-0011430, Aug. 9, 2024
PTR No. 2709154/1/Jan. 5, 2026/Rizal